



# BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor  
Mount Clemens, Michigan 48043  
586-469-5125 FAX 586-469-5993  
macombcountymi.gov/boardofcommissioners

## BUDGET COMMITTEE

TUESDAY, MAY 13, 2008

### AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda, as amended, to include item #11A
4. Approval of Minutes Dated 03-18-08 (previously distributed)
5. Public Participation
6. Presentation from Hayes Jones, General Manager, SMART
7. Receive and File 2008 First Quarter Revenue and Expense Projections (mailed)
8. Receive and File General Fund Balance Requirement for 2008 (mailed)
9. Receive and File County Bridge Renovation and Replacement Program Update (mailed)
10. Recommendations from Justice & Public Safety Committee Meeting of 05-05-08 (mailed)
  - a) Grant Circuit Court Permission to Apply for Renewal of State of Michigan Adult Felony Drug Court Grant for State Fiscal Year 2008-2009
  - b) Approve Renewal of Macomb Auto Theft Squad Grant for 2008-09/Prosecuting Attorney
  - c) Approve Renewal of Macomb Auto Theft Squad Grant for 2008-09/Sheriff's Office
  - d) Authorize Moving \$60,000 from the County Training Fund to the Sheriff's Office Budget Training Fund
11. Recommendations from Legislative & Administrative Services Committee Meeting of 05-05-08 (mailed)
  - a) Authorize County Clerk to Improve Juror Payment System by Paying Jurors in Cash and Round Juror Mileage Payments up to the Nearest \$0.25 Upon Approval of the Chief Judge, County Treasurer, and Finance Director
  - b) Authorize Register of Deeds to Upgrade the Grantor/Grantee Index to Allow Property Records to be Searched and Located More Easily and Accurately

## MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzjy - District 1  
Marvin E. Sauger - District 2  
Phillip A. DiMaria - District 3  
Jon M. Switalski - District 4  
Susan L. Doherty - District 5

Joan Flynn - District 6  
Sue Rocca - District 7  
David Flynn - District 8  
Robert Mijac - District 9  
Philis DeSaele - District 10

Ed Szczepanski - District 11  
Peter J. Lund - District 12  
Don Brown - District 13  
Brian Brdak - District 14  
Keith Rengert - District 15

William A. Crouchman  
District 23  
Chairman

Dana Camphous-Peterson  
District 18  
Vice-Chair

Leonard Haggerty  
District 21  
Sergeant-At-Arms

Carey Torrice - District 16  
Ed Bruley - District 17  
Paul Gielegem - District 19  
Kathy Tocco - District 20

Betty Slinde - District 22  
Sarah Roberts - District 24  
Kathy D. Vosburg - District 25  
Leon Drolet - District 26

**BUDGET COMMITTEE  
AGENDA  
MAY 13, 2008**

**2**

- 11A. Recommendation from Health Services Committee Meeting of 05-08-08 (attached)  
Authorize to Increase Animal Shelter County Appropriation by \$5,000 and Establish a \$5,000  
Supplies-Drugs and Pharmaceuticals Expense Line Item
12. Approve Chesterfield Township Assistive Service Contract for Assessing Supervision Services (mailed)  
for the Three-Year Period Effective July 1, 2008
13. 2008 Contingency Report Update (mailed)
14. New Business
15. Public Participation
16. Adjournment

# Welcome to SMART

Presentation to  
Macomb County Board of Commissioners  
May 13, 2008



Distributed  
Budget 5-13-08

item #6



# Milestones



- 1967** Public Act 204 signed into law the authorization of the Southeastern Michigan Transportation Authority (SEMTA)
- 1982** Record ridership numbers for SEMTA
- 1983** Final run of Silver Streak Commuter Train
- 1987** People Mover begins service
- 1989** SEMTA becomes SMART
- 1995** First tri-county property tax millage passes
- 1998** Four year tri-county property tax millage passes
- 2002** Four year tri-county millage renewal successful
- 2006** Property tax millage renewed, best ridership since 1982



# System-Wide Services



SMART is the regional transit system in Southeast Michigan. We provide a variety of transit services:

- > **Fixed-Route**  
Regularly scheduled transit service along 50+ routes
- > **Connector**  
Curb-to-curb service, primarily for senior, disabled and ADA customers
- > **Community Partnership**  
Customized, locally operated services supported by SMART

SMART

# A Unique System



In providing a range of transit services to a large area, we are not alone. We are frequently compared to a few other transit properties:

- > **Pace** Suburban Chicago
- > **MTA Long Island Bus** Suburban New York City (Long Island)
- > **Broward County Transit** Fort Lauderdale and surrounding suburbs
- > **RTD** Metropolitan Denver
- > **samTrans** Suburban San Francisco (San Francisco)

50447



# A Unique System



We have some things in common with these systems:

	Pace	LI Bus	Broward	RTD	samTrans	SMART
Region-wide service area	✓			✓		✓
Suburban environment	✓	✓	✓	✓	✓	✓
Multiple transit systems in region	✓	✓	✓			✓

SMART

# A Unique System



But we also differ in some fundamental ways:

	<i>Pace</i>	<i>LI Bus</i>	<i>Broward</i>	<i>RTD</i>	<i>samTrans</i>	<i>SMART</i>
Connection to rail system	✓	✓	✓	✓	✓	
Centralized employment	✓	✓		✓	✓	
Uninterrupted service area	✓	✓	✓	✓		

*SMART*





# SMART Service in Macomb



Route	Corridor	Average Weekday Ridership
710	9 Mile	2,219
740	12 Mile	1,377
510-515	Van Dyke	3,038
560-565	Gratiot	5,516

## Fixed Routes

- > Four top performing routes
- > Route 560 Gratiot is SMART's top performing route

SMART



# *SMART Service in Macomb*



## **Connector**

- > Connector buses operate in every Macomb community.
- > Lakeside Job Express transports riders directly to their work sites.  
Passengers ride fixed route buses to Lakeside and board a small bus that takes them to their jobs.

## **Community Partnership Program (CPP)**

- > 13 CPP providers operating in Macomb County
- > These 13 partners provide service in all 26 communities

# Growth Across the System

> Record ridership –  
weekday totals  
approaching 45,000 trips  
are now the norm

> All areas of the  
system are growing

*Average Weekday Ridership*

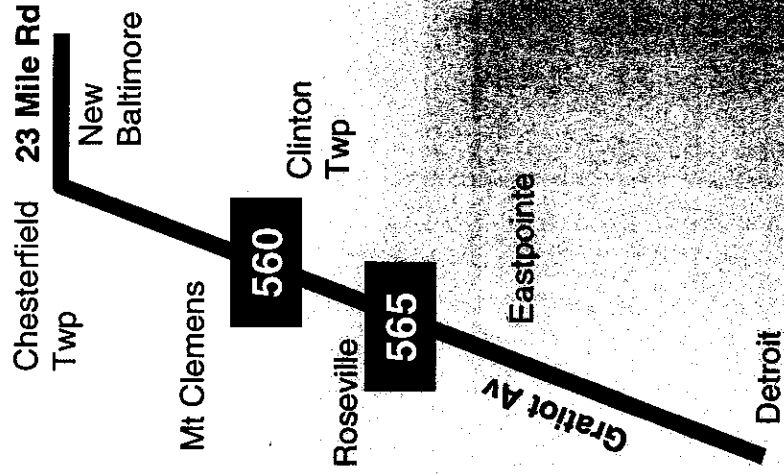


# Growth Across the System



## Route 560-565 Gratiot

- > Reverse commute ridership to growing areas
- > Increasing local usage
- > New limited-stop service
- > Service constantly added to accommodate growth
- > Highest ridership route in the system

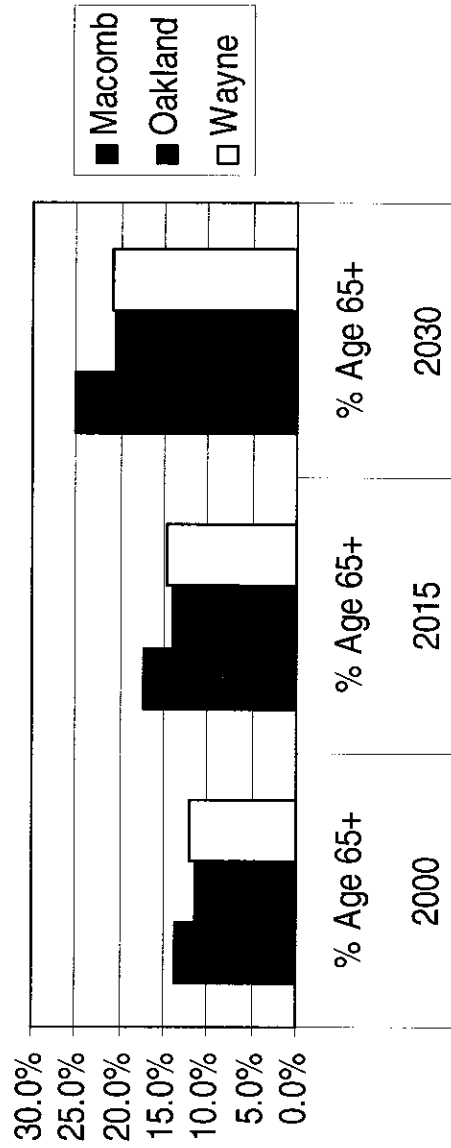


Average Weekday Ridership	Month
3,498	March 2001
5,793	March 2008

**66%**  
increase

# Senior Population Growth

**Older Adult Percentage of Total Population  
Macomb, Oakland, and Wayne Counties  
Years 2000 to 2030**



Source: SEMCOG Regional Development Plan

SENIOR



# Technology



## **New Scheduling Software will be launched in mid-May**

- > Customers can schedule their own trips using Interactive Voice Response system 24/7

## **On-Board Security System**

- > System will include cameras, video surveillance, automatic payment centers, customer counters and digital voice announcer to call out stops for visually impaired.

## **Google Transit**

- > Online trip planning through [www.smartbus.org](http://www.smartbus.org)

## **MySMART Customer Benefits**

- > MySMART sends customized e-mails to SMART passengers. Customers get route information, service bulletins, new product announcements.
- > Currently developing software to send MySMART text messages to cell phones and PDA's.



# Collaborations



## Partnerships to increase customer services

- > International Transfer with Transit Windsor
- > Transfer Agreement with
  - Blue Water Area Transit
  - Flint MTA
- > Announcement of the first Bilingual transportation program with the City of Dearborn
- > Google Transit Trip Planner

MTA

# Funding



> The current 0.59 mill property tax contributions from Macomb, Oakland and Wayne counties is approximately \$53 million.

> Millage contribution plus farebox, state and federal dollars support the various transit services in southeast Michigan.

Farebox,  
\$10,236,400

Interest  
\$988,900

Local,  
\$53,273,500



**9%** Farebox

**1%** Interest

**18%** Federal

**25%** State

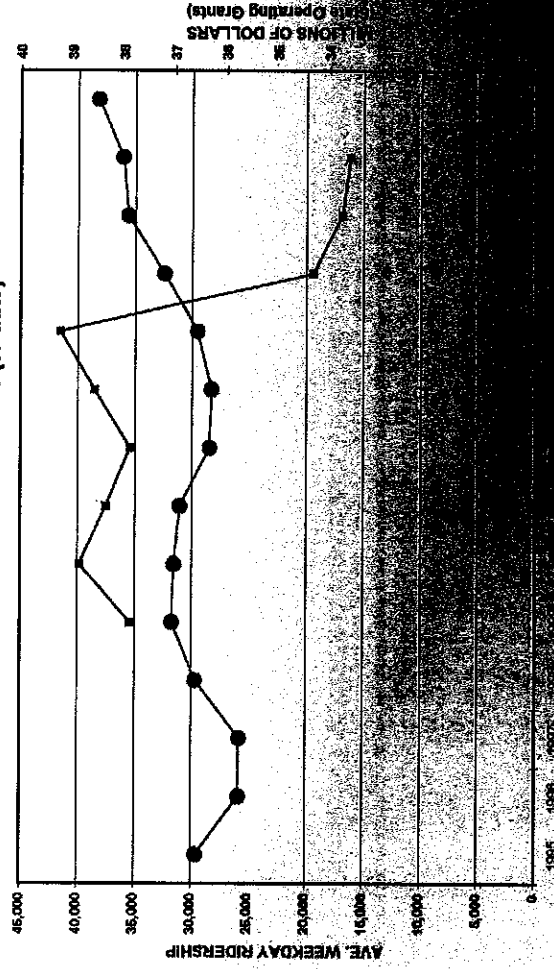
**47%** Millage



# A Challenging Opportunity

- > Fuel prices affect us, too
- > Funding has declined dramatically
- > True expansion isn't possible under current funding conditions

**SMART**  
**AVERAGE WEEKDAY RIDERSHIP (Fixed Route)/STATE OP. GRANTS**  
**Fiscal Year 1995 - 2008 (to date)**



SMART



# *Fiscal Responsibility*



- > SMART saved more than \$1 million by moving its regional headquarters in 2007.
- > In September 2008, SMART saved \$2 million in operating costs through improved efficiencies, combining underutilized routes.
- > A new budget task force has identified \$1.5 million in savings for 2008 and \$1.5 million saved in 2009.

SMART



# External Affairs



- > SMART's External Affairs Department is working to bring new products, communications efforts and outreach and education to the entire SMART service area.
- > Public Speaking Opportunities
- > Enhanced Website Applications for customer users.
- > Meeting with Elected Officials:
  - Federal
  - State
  - Local
- > Development of Strategic Plan

SMART



# Looking Ahead



- > SMART is an **integral component** of an improved regional transit network.
- > SMART is creating partnerships with corporations, organizations and communities to promote a higher **quality-of-life** through improved transit.
- > SMART is redefining what transit means in Southeast Michigan. We make transit an **attractive and affordable choice.**

SMART



# For More Information

SMART  
535 Griswold St, Suite 600  
Detroit, MI 48226

[www.smartbus.org](http://www.smartbus.org)

866.962.5515

# **RECYCLABLE PAPER**

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO receive and file the 2008 First Quarter Revenue and Expense projections.

INTRODUCED BY: Commissioner Don Brown  
Chairman, Budget Committee

COMMITTEE/MEETING DATE

Budget/May 13, 2008  
\_\_\_\_\_  
\_\_\_\_\_

Item #7

Review

Distributed

Budget  
5-13-08

COMPARISON OF 2007/2008 SEV AND TAXABLE VALUES

	2007		2008		YEAR TO YEAR DIFFERENCE	
	SEV	TAXABLE	SEV	TAXABLE	SEV	TAXABLE
CENTERLINE	293,872,358	252,619,133	269,203,164	250,307,682	-24,669,194	-2,311,451
EASTPOINTE	932,111,705	788,492,108	879,482,915	785,766,656	-52,648,790	-2,725,452
FRASER	708,188,729	611,440,816	661,010,284	599,595,298	-47,178,445	-11,845,518
MEMPHIS	24,755,212	19,407,798	24,241,300	19,707,929	-513,912	300,131
MOUNT CLEMENS	600,972,200	449,109,200	561,584,656	445,235,680	-39,387,544	-3,873,520
NEW BALTIMORE	528,775,933	452,061,443	480,052,368	438,797,171	-48,723,565	-13,264,272
RICHMOND CITY	234,661,394	204,380,515	224,544,193	202,854,162	-10,117,201	-1,526,353
ROSEVILLE	1,621,750,032	1,377,862,286	1,521,350,559	1,362,969,005	-100,399,473	-14,893,281
ST. CLAIR SHORES	2,470,452,800	1,998,882,900	2,338,256,550	2,008,069,650	-132,196,250	9,186,750
STERLING HEIGHTS	6,090,325,650	5,119,555,750	5,885,246,550	5,095,797,200	-405,079,100	-23,758,550
UTICA	289,841,352	223,524,621	286,043,129	227,964,033	-3,798,223	4,439,412
WARREN	5,567,504,542	4,747,102,766	5,278,292,319	4,708,677,833	-289,212,223	-38,424,933
ARMADA TOWNSHIP	331,070,237	244,637,708	316,534,378	247,011,501	-14,535,859	2,373,793
BRUCE TOWNSHIP	684,231,700	523,538,600	618,340,400	508,465,320	-65,891,300	-15,073,280
CHESTERFIELD TOWNSHIP	2,127,415,623	1,840,447,042	2,058,378,490	1,861,882,246	-69,037,133	21,435,204
CLINTON TOWNSHIP	3,862,223,400	3,244,085,727	3,703,115,500	3,287,450,073	-159,107,900	43,364,346
HARRISON TOWNSHIP	1,263,903,600	1,017,452,700	1,212,592,860	1,030,767,140	-51,310,740	13,314,440
LAKE TOWNSHIP	16,904,165	13,712,301	16,118,148	13,693,658	-786,017	-18,643
LENOX TOWNSHIP	470,936,099	308,071,989	469,261,253	328,194,324	-1,674,846	20,122,335
MACOMB TOWNSHIP	3,898,415,250	3,314,314,160	3,770,189,609	3,366,497,209	-128,225,641	52,183,049
RAY TOWNSHIP	304,263,606	204,163,806	306,773,536	210,868,286	2,509,930	6,704,480
RICHMOND TOWNSHIP	216,084,648	150,018,641	208,285,408	148,380,813	-7,799,240	-1,637,828
SHELBY TOWNSHIP	4,262,084,503	3,483,020,476	3,973,410,553	3,473,343,579	-288,673,950	-9,676,897
WASHINGTON TOWNSHIP	1,556,655,810	1,274,767,450	1,541,535,230	1,315,636,710	-15,120,580	40,869,260
TOTALS	38,357,400,548	31,862,669,936	36,403,823,352	31,937,933,158	-1,953,577,196	75,263,222
MILLAGE RATE						0.0042
INCREASE TAXES						316,106

SEV	2007	2008
TAXABLE VALUE	38,357,400,548	36,403,823,352
DIFFERENCE	31,862,669,936	31,937,933,158
	6,494,730,612	4,465,890,194
	16.9%	12.3%



item #7

Revised

SCHEDULE I  
Distributed  
Budget  
5-13-08

MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
<b>TAXES</b>					
PROPERTY TAX	124,403,580	131,688,501	135,069,863	3,662,161	132,004,607
					-3,065,256
<b>IFTS/DELINQUENT</b>					
PROPERTY TAX ADJUSTMENTS	2,566,858	2,774,995	3,359,950	-320,345	2,862,449
					-497,501
<b>LICENSE &amp; PERMITS</b>					
BUSINESS	425	325	400	25	400
MARRIAGE	103,534	103,600	113,500	13,890	105,000
CONCEALED WEAPON	68,312	57,564	70,000	22,438	65,000
SOIL EROSION	78,741	66,769	80,000	6,700	22,500
TRAILER PARK	79,954	79,471	80,000	19,291	80,000
	330,966	307,729	343,900	62,344	272,900
					-71,000
<b>FINES &amp; FORFEITURES</b>					
ORDINANCE	636,121	502,500	675,000	109,549	500,000
PENAL	295	645	100	2,585	2,585
BOND COSTS	138,310	117,059	137,500	28,448	125,000
FORFEITURE BOND	89,943	78,119	101,500	28,187	80,000
	864,669	698,321	914,100	168,769	707,585
					-206,515
<b>STATE/FEDERAL REVENUES</b>					
GRANTS	462,789	308,201	360,000	15,338	360,000
CIGARETTE TAX	465,481	380,361	357,689	0	357,689
LIQUOR LICENSE	0	0	500	0	0
JUDGES STANDARDIZATION	726,662	777,310	777,308	193,540	777,308
FOOD STAMP PROSECUTION	1,553	16,676	5,000	4,905	10,000
DRIVERS LIC RESTORATION	9,620	8,632	6,500	1,144	6,500
JUV OFFICER SAL REIMB	154,997	154,997	154,997	38,749	154,997
DUIL CASE FLOW	29,279	40,413	30,000	0	30,000
DRUG CASE FLOW	9,378	9,733	9,000	0	9,000
ELECTION REIMB	6,997	7,268	7,000	1,979	7,000
COURT FINANCING	4,056,166	4,209,499	3,900,000	0	4,000,000
PROBATE JUDGES SALARY	204,091	204,493	188,390	47,098	188,390
COBO HALL/LIQUOR TAX	2,126,343	2,011,246	2,011,246	0	2,000,000
JURY FEE REIMBURSEMENT	371,783	279,163	300,000	0	300,000
	8,625,137	8,407,991	8,107,630	302,753	8,200,884
					93,254

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	
<b>INTEREST INCOME</b>					
INVESTMENT INCOME	5,646,865	6,040,249	6,002,500	723,602	-402,500
INTEREST INC-LOCAL UNITS	40,598	50,897	50,000	6	0
INTEREST INC-STATE ED TAX	270,000	500,000	750,000	0	0
BUILDING REIMBURSEMENTS	71,027	58,152	75,000	21,487	-15,000
<b>INTEREST INCOME</b>	<b>6,028,490</b>	<b>6,649,298</b>	<b>6,877,500</b>	<b>745,095</b>	<b>-417,500</b>
<b>CHARGES FOR SERVICE</b>					
REAL ESTATE TRANSFER TAX	4,062,152	3,117,230	3,150,000	617,250	-350,000
PROBATION OVERSIGHT FEES	1,600,569	1,223,900	1,101,000	255,825	99,000
SUSB ABUSE SCREENING	36,225	41,895	50,000	10,570	-5,000
FINGERPRINTING	50,292	49,451	55,000	14,001	-5,000
CRIME VICTIM RIGHTS	22,411	24,115	25,500	7,832	0
RETAIL FRAUD	32,991	16,750	30,000	0	0
COURT COST MISDEMEANOR	70,454	12,346	20,000	0	-2,000
COA APPEAL FILING	3,138	2,200	2,500	575	0
COURT COSTS	1,205,600	1,701,876	1,724,100	469,402	0
ENTRY & FILING	270,426	274,899	266,000	70,975	14,000
JURY DEMAND	107,609	113,910	153,000	27,961	-48,000
DRIVERS RESTITUTION	1,050	1,020	1,200	180	8,800
MOTIONS	126,740	121,661	135,500	30,229	-13,500
COURT COST (CIVIL)	81,133	93,899	75,000	26,567	5,000
COLLECTION	25,874	18,516	20,000	836	0
GARNISHMENT	35,061	46,456	40,500	10,457	0
REINSTATEMENT, DISMISSAL	2,400	2,070	2,000	540	0
25% CCF COLLECTION	436,261	355,572	425,000	69,011	-50,000
COMMUNITY SERVICES	21,010	54,610	44,000	18,550	16,000
RECORDING FEES	3,113,683	2,419,147	2,620,000	513,493	-420,000
RECORD COPYING-MICROFILM	373,683	276,832	400,000	82,042	-70,000
RECORD COPYING-RECTIGRAPH	110,327	105,210	125,000	23,967	-25,000
TRACT INDEX SERVICE	85,775	57,114	55,000	8,467	-5,000
REMONUMENTATION	11,062	9,267	8,000	1,915	72,000
ADMINISTRATIVE FEES	1,514	2,165	1,000	635	0
OVERSIGHT	45,085	140,930	125,000	48,065	25,000
JUVENILE SERVICE	15,232	12,170	20,000	447	-10,000
SUBPOENA	290	509	350	55	0
FAX FILING	1,803	2,518	1,000	714	1,500
VOTER & TAX ROLLS	3,058	2,057	3,500	628	0
FORENSIC LAB FEE-CIRCUIT	1,653	895	1,200	270	-200
PARKING-PUBLIC	129,522	175,926	183,500	39,463	0
<b>QUARTERLY FORECAST</b>					

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
PARKING-RESERVED	73,316	128,296	118,100	33,948	128,000
INTENSIVE SUPERVISION	0	8,600	10,000	10,140	30,000
URINAL/DRUG TESTING	611	6,504	6,000	6,785	10,000
PHONE CARDS	43,080	35,243	48,000	23,843	45,000
ADMISSION-STATE BAR	1,700	1,775	1,500	75	1,500
DNA FELONY CONVICTION	6,916	7,052	6,000	158	6,000
CCW PHOTOS	0	4,469	4,000	2,400	4,000
FEES-OTHER	132,091	131,700	132,500	34,775	132,500
CERTIFIED COPIES-BIRTH	83,990	103,450	100,000	26,240	100,000
CERTIFIED COPIES-DEATH	45,520	51,020	49,000	13,960	50,000
CERTIFIED COPIES-MARRIAGE	20,310	23,800	22,700	6,320	22,700
CERTIFIED COPIES-COURT	44,592	40,461	40,000	11,098	42,000
CERTIFIED COPIES-OTHER	450,824	466,170	490,000	116,283	465,000
BUSINESS REGISTRATIONS	64,080	59,452	78,200	14,954	60,000
BUSINESS DISSOLUTIONS	4,600	4,720	6,000	1,290	5,000
NOTARY BOND FILING FEES	22,670	20,008	17,000	5,208	20,000
NOTARY CERTIFICATES	339	201	500	43	250
RECORD SEARCHES	26,192	12,482	20,100	5,487	20,100
FILING FEES-ELECTIONS	13,650	23,460	15,000	2,200	15,000
PRINTING & BINDING	112,325	112,371	100,000	19,142	110,000
MAPS & PLATS	312	62	4,800	109	500
DISPATCHING SERVICES	280,994	288,825	292,965	73,162	292,965
TAX CERTIFY-PLATS/DEEDS	18,231	15,659	20,200	3,156	15,000
TAX SEARCHES	19,778	15,960	16,800	2,120	16,800
RADIO SERV INSTALL/REPAIRS	310,249	245,513	280,000	34,630	260,000
INSP FEES/SOIL EROSION	225,403	203,765	235,000	20,800	70,000
REVIEW FEES/SOIL EROSION	93,822	75,707	100,000	7,375	25,000
SALE OF RECORD MATERIAL	6,391	4,275	5,000	1,175	5,000
COMMISSION-PAY PHONES	688,746	738,189	701,000	-69,961	701,000
COMMISSIONS-VENDING MACH	6,440	7,151	3,650	2,550	7,500
COMMISSION-COMMISSARY	232,706	237,018	230,000	37,814	230,000
O.S.C.-WORK FORCE DEV	37,500	60,000	60,000	15,000	60,000
OTHER	966	4,976			0
MH JAIL SUBSTANCE ABUSE	134,245	134,245	134,245	0	134,245
<b>CHARGES FOR SERVICE</b>	<b>15,286,667</b>	<b>13,749,694</b>	<b>14,212,110</b>	<b>2,813,199</b>	<b>13,186,510</b>
					<b>-1,025,600</b>
<b>DP DEVELOPMENT</b>					
IT-DATA CENTER SERVICES	1,930,274	2,001,503	1,753,121	443,549	1,753,121
IT-PROJECT/SUPPORT	4,295,345	3,961,176	4,967,327	0	4,481,192
<b>DP DEVELOPMENT</b>	<b>6,225,619</b>	<b>5,962,679</b>	<b>6,720,448</b>	<b>443,549</b>	<b>6,234,313</b>
<b>QUARTERLY FORECAST</b>					<b>-486,135</b>

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2006	2007 UNAUDITED	BUDGET	YTD MARCH	2008 PROJECTION	DIFFERENCE
<b>OTHER REVENUE</b>						
FURNITURE & EQUIP	60,655	102,475	10,000	626	50,000	40,000
ADVERTISING-PUBLIC INFO	0	0	10,000	0	10,000	0
DONATIONS	12,622	14,066	2,000	0	12,000	10,000
MISCELLANEOUS	201,418	160,539	98,000	60,194	150,000	52,000
<b>OTHER REVENUE</b>	<b>274,695</b>	<b>277,081</b>	<b>120,000</b>	<b>60,819</b>	<b>222,000</b>	<b>102,000</b>
<b>CONTRIB-OTHER FUNDS</b>						
CONTRIB REV SHAR SURPLUS	0	7,227,438	3,000,000	0	3,000,000	0
REV SHARING RESERVE	14,533,809	15,071,560	15,406,063	15,418,206	15,418,206	12,143
DELQ PERS PROP TAX	20,000	20,000	20,000	0	20,000	0
DELQ TAX REVOLVING	8,635,000	8,635,000	8,635,000	0	8,635,000	0
OTHER PROGRAMS	151,120	150,000	385,126	160,126	385,126	0
<b>CONTRIB-OTHER FUNDS</b>	<b>23,339,929</b>	<b>31,103,998</b>	<b>27,446,189</b>	<b>15,578,332</b>	<b>27,458,332</b>	<b>12,143</b>
<b>REIMBURSEMENTS</b>						
FEES ATTORNEY	990,183	1,025,325	1,000,000	357,539	1,000,000	0
SEX OFFENDER REGISTRATION	430	240	0	40	150	150
TELEPHONE CALLS	287	39	500	0	150	-350
REIMBURSABLE BLDG EXP	-28,901	1,800	0	450	1,000	1,000
SECURITY	128,444	151,786	120,000	2,487	120,000	0
LOST & DAMAGED PROP	3,010	1,789	1,000	540	1,500	500
INMATE HOUSING-SCAAP	56,974	118,318	48,000	0	48,000	0
POSTAGE	17,416	16,889	21,000	6,649	21,000	0
INMATE HOUSING-SOC SEC	86,400	106,600	75,000	26,400	87,600	12,600
INMATE HOUSING-LOCAL UNIT	0	0	0	0	0	0
INMATE HOUSING-US IMMIG	50,885	40,486	20,000	728	20,000	0
INMATE HOUSING-US BORDER	81,368	27,944	60,000	0	40,000	-20,000
INMATE HOUSING-MDOC PAROLE	268,240	227,220	175,000	171,995	255,990	80,990
HOSP.-MENTAL	7,570	1,393	5,000	200	5,000	0
INMATE HOUSING-MDOC FELONS	912,804	1,116,416	800,000	228,995	915,980	115,980
INMATE HOUSING-PA 118	356,672	345,411	400,000	120,386	400,000	0
INMATE HOUSING-WORK REL	392,199	359,465	400,000	132,080	400,000	0
WEIGH MASTER/ROAD COMM	20,000	20,000	20,000	20,000	20,000	0
PERSONAL SERVICES	730,295	903,007	985,192	30,907	985,192	0
RECORD COPIES/XEROX	110,452	120,376	100,000	350	100,000	0
VIDEO COURT	1,830	1,870	1,800	280	1,800	0
METERED POSTAGE	23	25	0	641	1,000	1,000
INMATE MEDICAL REIMBURSEM	0	791	0	7,933	8,000	8,000
<b>QUARTERLY FORECAST</b>						

# MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	UNAUDITED	BUDGET	YTD MARCH	PROJECTION	
JURY DUTY	2,253	1,800	422	2,000	200
ROAD PATROL SERVICES	7,597,332	7,691,961	1,919,254	7,691,961	0
SCHOOL LIAISON	110,422	111,000	27,873	111,000	0
COST OF CARE	3,211	4,000	4,963	5,000	1,000
RADIO PARTS	4,642	7,500	231	5,000	-2,500
WORKERS COMP	73,495	50,000	21,336	80,000	30,000
OTHER	13,876	10,000	4,121	10,000	0
SHERIFF-FOC ENFORCEMENT	606,298	560,000	67,325	560,000	0
STATE WARD-JJC	308,075	350,000	0	350,000	0
STATE WARD INSTITUTIONS	134,610	120,000	23,671	120,000	0
FORMS	505	500	132	500	0
SALARIES APPLIED	368,340	1,500,000	65,820	1,500,000	0
OVERHEAD APPLIED	55,246	150,000	9,872	150,000	0
PRISONER CONVEY	10,505	9,000	1,549	9,000	0
<b>REIMBURSEMENTS</b>	<b>13,876,001</b>	<b>14,798,253</b>	<b>3,255,167</b>	<b>15,026,823</b>	<b>228,570</b>
<b>COST ALLOCATION</b>					
FOC	1,004,621	1,090,730	313,330	1,090,730	0
PA CRP	86,093	86,093	0	86,093	0
SHERIFF	9,000	0	9,000	9,000	9,000
PW PUMP STATION	28,518	22,917	0	22,917	0
HEALTH DEPT	1,730,904	1,805,130	0	1,805,130	0
MENTAL HEALTH	1,366,738	1,436,722	0	1,436,722	0
COPIER FUND	1,857	1,447	0	1,447	0
TELECOMMUNICATIONS	22,490	42,158	0	42,158	0
CHILD CARE	922,821	1,885,038	0	1,885,038	0
VETERANS AFFAIRS	18,150	18,000	4,538	18,000	0
JTPA	381,025	248,000	0	248,000	0
HEAD START	69,862	0	0	0	0
PLANNING GRANTS	200,433	235,000	0	235,000	0
MTC MCF	0	952,095	0	952,095	0
<b>PUBLIC WORKS GRANTS</b>	<b>7,710</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>COST ALLOCATION</b>	<b>5,850,220</b>	<b>7,823,330</b>	<b>326,867</b>	<b>7,832,330</b>	<b>9,000</b>
<b>TOTAL GENERAL FUND</b>	<b>221,346,509</b>	<b>225,793,273</b>	<b>27,098,710</b>	<b>220,468,733</b>	<b>-5,324,540</b>

Item # 7

Revised

SCHEDULE II

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2006	2007	2008		
		UNAUDITED	BUDGET	YTD MARCH	PROJECTION
					DIFFERENCE
<b>BD OF COMMISSIONERS</b>					
SALARIES & FRINGES	2,114,604	2,016,967	2,160,936	450,469	2,078,347
OPERATING	135,678	143,149	179,870	28,482	178,071
<b>TOTAL</b>	<b>2,250,282</b>	<b>2,160,116</b>	<b>2,340,806</b>	<b>478,951</b>	<b>2,256,418</b>
<b>OFFICE- PUBLIC AFFAIRS</b>					
SALARIES & FRINGES	0	149,251	177,157	38,663	168,830
OPERATING		4,815	7,374	412	7,300
<b>TOTAL</b>	<b>0</b>	<b>154,066</b>	<b>184,531</b>	<b>39,075</b>	<b>176,130</b>
<b>BOC PROGRAMS</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	0	30,642	18,719	4,569	18,532
<b>TOTAL</b>	<b>0</b>	<b>30,642</b>	<b>18,719</b>	<b>4,569</b>	<b>18,532</b>
<b>CIRCUIT COURT</b>					
SALARIES & FRINGES	4,687,710	4,856,429	5,035,152	1,114,343	4,865,966
OPERATING	4,713,265	4,951,516	5,002,136	1,010,165	4,952,115
<b>TOTAL</b>	<b>9,400,975</b>	<b>9,807,945</b>	<b>10,037,288</b>	<b>2,124,508</b>	<b>9,818,081</b>
<b>FAMILY COUNSELING</b>					
SALARIES & FRINGES	58,518	60,109	60,420	13,570	59,256
OPERATING	133,895	143,340	159,104	26,236	157,513
<b>TOTAL</b>	<b>192,413</b>	<b>203,449</b>	<b>219,524</b>	<b>39,806</b>	<b>216,769</b>
<b>DISTRICT COURT ROMEO</b>					
SALARIES & FRINGES	820,775	887,440	897,247	200,858	877,081
OPERATING	204,929	237,027	248,922	41,533	246,433
<b>TOTAL</b>	<b>1,025,704</b>	<b>1,124,467</b>	<b>1,146,169</b>	<b>242,391</b>	<b>1,123,513</b>
<b>DISTRICT CT 3RD CLASS</b>					
SALARIES & FRINGES	33,495	58,611	0	0	0
OPERATING	33,495	58,611	59,000	11,096	58,410
<b>TOTAL</b>			<b>59,000</b>	<b>11,096</b>	<b>590</b>
<b>DISTRICT CT NEW BALT.</b>					
SALARIES & FRINGES	1,027,726	1,053,277	1,090,564	252,961	1,090,564
OPERATING	267,948	268,574	292,592	41,323	289,666
<b>TOTAL</b>	<b>1,295,674</b>	<b>1,321,851</b>	<b>1,383,156</b>	<b>294,285</b>	<b>1,380,230</b>

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
PROBATE MENTAL					DIFFERENCE
SALARIES & FRINGES OPERATING	923,112 276,477 1,199,589	873,925 302,925 1,176,850	915,860 296,048 1,211,908	187,847 30,110 217,957	820,267 293,088 1,113,354
TOTAL					95,593 2,960 98,554
PROBATE WILLS					
SALARIES & FRINGES OPERATING	2,343,240 257,697 2,600,937	2,337,778 247,636 2,585,414	2,369,500 251,550 2,621,050	558,013 44,674 602,687	2,321,198 249,035 2,570,233
TOTAL					48,302 2,516 50,817
FAMILY COURT JUVENILE					
SALARIES & FRINGES OPERATING	4,573,499 1,570,888 6,144,387	4,348,322 1,665,933 6,014,255	4,357,743 1,723,756 6,081,499	997,851 124,399 1,122,250	4,357,281 1,706,518 6,063,799
TOTAL					462 17,238 17,700
JUV CT RESTITUTION					
SALARIES & FRINGES OPERATING	142,983 5,152 148,135	150,650 4,515 155,165	147,698 5,484 153,182	33,112 740 33,851	144,587 5,429 150,017
TOTAL					3,111 55 3,165
JUV CT RETAIL FRAUD					
SALARIES & FRINGES OPERATING	0 13,469 13,469	0 13,806 13,806	0 17,000 17,000	0 0 0	0 16,830 16,830
TOTAL					0 170 170
PROBATION CIRCUIT CT					
SALARIES & FRINGES OPERATING	0 160,527 160,527	0 165,335 165,335	0 156,320 156,320	0 33,257 33,257	0 154,757 154,757
TOTAL					0 1,563 1,563
PROBATION DISTRICT CT					
SALARIES & FRINGES OPERATING	1,325,800 91,838 1,417,638	1,418,933 80,456 1,499,389	1,497,938 89,672 1,587,610	325,450 15,369 340,819	1,421,133 88,775 1,509,908
TOTAL					76,805 897 77,702
JURY COMMISSION					
SALARIES & FRINGES OPERATING	0 73,793 73,793	0 70,120 70,120	0 75,796 75,796	0 7,819 7,819	0 75,038 75,038
TOTAL					0 758 758

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2006	2007 UNAUDITED	BUDGET	YTD MARCH	2008 PROJECTION	DIFFERENCE
<b>CLERK-ELECTIONS</b>						
SALARIES & FRINGES	0	0	0	0	0	0
OPERATING	409,243	384,648	404,769	381,717	400,721	4,048
<b>TOTAL</b>	409,243	384,648	404,769	381,717	400,721	4,048
<b>INFOR TECHNOLOGY</b>						
SALARIES & FRINGES	4,577,082	4,375,075	4,431,840	965,290	4,315,102	116,738
OPERATING	1,835,376	1,587,923	1,938,597	1,213,507	1,919,211	19,386
<b>TOTAL</b>	6,412,458	5,962,998	6,370,437	2,178,797	6,234,313	136,124
<b>REIMBURSEMENT-CIR CT</b>						
SALARIES & FRINGES	870,934	928,528	914,306	204,289	892,062	22,244
OPERATING	99,462	74,054	109,348	12,501	108,255	1,093
<b>TOTAL</b>	970,396	1,002,582	1,023,654	216,790	1,000,317	23,337
<b>CORPORATION COUNSEL</b>						
SALARIES & FRINGES	887,061	959,850	1,000,084	292,797	1,000,084	0
OPERATING	43,210	43,609	49,326	8,095	48,833	493
<b>TOTAL</b>	930,271	1,003,459	1,049,410	300,892	1,048,917	493
<b>COUNTY CLERK</b>						
SALARIES & FRINGES	3,947,068	4,077,241	4,174,564	881,652	3,999,879	174,685
OPERATING	436,556	383,064	503,356	91,273	498,322	5,034
<b>TOTAL</b>	4,383,624	4,460,305	4,677,920	972,925	4,498,202	179,718
<b>CIVIL SERV COMMISSION</b>						
SALARIES & FRINGES	0	0	0	0	0	0
OPERATING	14,450	19,308	30,750	3,685	30,443	308
<b>TOTAL</b>	14,450	19,308	30,750	3,685	30,443	308
<b>WATER QUALITY BOARD</b>						
SALARIES & FRINGES	210	0	0	0	0	0
OPERATING	5,608	6,020	8,880	218	8,791	89
<b>TOTAL</b>	5,818	6,020	8,880	218	8,791	89
<b>FINANCE DEPARTMENT</b>						
SALARIES & FRINGES	2,070,124	2,059,367	2,128,115	473,275	2,066,632	61,483
OPERATING	125,738	135,458	137,907	37,510	136,528	1,379
<b>TOTAL</b>	2,195,862	2,194,825	2,266,022	510,784	2,203,160	62,862



## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	
<b>RISK MGT &amp; SAFETY</b>					
SALARIES & FRINGES	315,876	334,369	364,282	75,551	34,378
OPERATING	30,998	32,475	34,569	5,738	346
<b>TOTAL</b>	<u>346,874</u>	<u>366,844</u>	<u>398,851</u>	<u>81,289</u>	<u>34,723</u>
<b>EQUALIZATION</b>					
SALARIES & FRINGES	938,667	990,333	1,038,552	210,197	120,694
OPERATING	65,321	66,628	71,738	12,249	717
<b>TOTAL</b>	<u>1,003,988</u>	<u>1,056,961</u>	<u>1,110,290</u>	<u>222,446</u>	<u>121,411</u>
<b>HUMAN RESOURCES</b>					
SALARIES & FRINGES	1,947,279	1,804,192	2,003,248	396,632	171,289
OPERATING	231,587	216,893	267,508	42,173	2,675
<b>TOTAL</b>	<u>2,178,866</u>	<u>2,021,085</u>	<u>2,270,756</u>	<u>438,805</u>	<u>173,964</u>
<b>PROSECUTING ATTORNEY</b>					
SALARIES & FRINGES	9,073,591	9,268,873	9,551,005	2,102,332	170,823
OPERATING	723,622	738,840	754,128	129,865	7,541
<b>TOTAL</b>	<u>9,797,213</u>	<u>10,007,713</u>	<u>10,305,133</u>	<u>2,232,197</u>	<u>178,364</u>
<b>PURCHASING</b>					
SALARIES & FRINGES	1,365,785	1,421,094	1,420,726	334,548	39,797
OPERATING	228,949	232,855	266,852	65,467	2,669
<b>TOTAL</b>	<u>1,594,734</u>	<u>1,653,949</u>	<u>1,687,578</u>	<u>400,016</u>	<u>42,466</u>
<b>REGISTER OF DEEDS</b>					
SALARIES & FRINGES	1,491,906	1,477,133	1,583,849	323,011	98,366
OPERATING	568,665	411,612	713,296	43,899	7,133
<b>TOTAL</b>	<u>2,060,571</u>	<u>1,888,745</u>	<u>2,297,145</u>	<u>366,910</u>	<u>105,499</u>
<b>TREASURER</b>					
SALARIES & FRINGES	2,127,224	2,035,154	2,101,695	479,628	7,319
OPERATING	153,519	146,860	179,929	34,170	1,799
<b>TOTAL</b>	<u>2,280,743</u>	<u>2,182,014</u>	<u>2,281,624</u>	<u>513,798</u>	<u>9,119</u>
<b>FACILITIES &amp; OPERATIONS</b>					
SALARIES & FRINGES	7,959,311	8,050,451	8,306,810	1,762,806	309,222
OPERATING	8,259,389	7,566,055	9,588,362	1,777,981	95,884
<b>TOTAL</b>	<u>16,218,700</u>	<u>15,616,506</u>	<u>17,895,172</u>	<u>3,540,787</u>	<u>405,105</u>

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007			2008		
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION	DIFFERENCE
<b>SHERIFF</b>						
SALARIES & FRINGES	49,855,267	50,534,773	49,204,621	10,607,888	49,121,112	83,509
OPERATING	8,632,167	9,686,445	9,940,364	2,234,672	9,840,960	99,404
TOTAL	58,487,434	60,221,218	59,144,985	12,842,560	58,962,072	182,913
<b>SHERIFF-MARINE LAW</b>						
SALARIES & FRINGES	636,049	650,551	522,787	97,563	522,787	0
OPERATING	74,418	105,030	155,264	10,712	153,711	1,553
TOTAL	710,467	755,581	678,051	108,275	676,498	1,553
<b>BLDG SAFETY (BLUE COATS)</b>						
SALARIES & FRINGES	1,003,040	1,030,631	944,411	223,030	973,900	-29,489
OPERATING	35,962	39,056	54,743	1,125	54,196	547
TOTAL	1,039,002	1,069,687	999,154	224,155	1,028,095	-28,941
<b>EMERGENCY MGT</b>						
SALARIES & FRINGES	296,231	251,878	257,533	50,500	220,515	37,018
OPERATING	27,708	29,772	34,621	7,474	34,275	346
TOTAL	323,939	281,650	292,154	57,973	254,790	37,364
<b>TECHNICAL SERVICES</b>						
SALARIES & FRINGES	776,973	773,924	804,066	180,065	786,284	17,782
OPERATING	51,880	40,893	75,469	8,638	74,714	755
TOTAL	828,853	814,817	879,535	188,703	860,998	18,537
<b>F &amp; O SECURITY (GREY COATS)</b>						
SALARIES & FRINGES	621,950	687,448	614,527	140,722	614,486	41
OPERATING	4,619	10,532	12,117	247	11,996	121
TOTAL	626,569	697,980	626,644	140,969	626,481	163
<b>PUBLIC WORKS COMM</b>						
SALARIES & FRINGES	4,179,461	4,656,325	4,633,086	1,086,322	4,620,509	12,577
OPERATING	322,564	320,223	381,748	56,156	377,931	3,817
TOTAL	4,502,025	4,976,548	5,014,834	1,142,478	4,998,440	16,394
<b>VETERANS BURIAL</b>						
SALARIES & FRINGES	0	0	0	0	0	0
OPERATING	197,757	220,052	198,000	21,300	196,020	1,980
TOTAL	197,757	220,052	198,000	21,300	196,020	1,980

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
					DIFFERENCE
<b>VETERANS AFFAIRS</b>					
SALARIES & FRINGES	371,201	342,856	266,465	56,169	21,194
OPERATING	39,389	34,395	48,125	14,688	481
<b>TOTAL</b>	<b>410,590</b>	<b>377,251</b>	<b>314,590</b>	<b>70,857</b>	<b>21,675</b>
<b>VET SOLDIERS RELIEF</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	10,429	1,855	20,500	6,127	205
<b>TOTAL</b>	<b>10,429</b>	<b>1,855</b>	<b>20,500</b>	<b>6,127</b>	<b>205</b>
<b>MSU EXTENSION SERV</b>					
SALARIES & FRINGES	683,495	706,132	666,489	154,869	0
OPERATING	233,357	240,569	250,559	46,662	2,506
<b>TOTAL</b>	<b>916,852</b>	<b>946,701</b>	<b>917,048</b>	<b>201,530</b>	<b>2,506</b>
<b>MSU -JUV MENTOR PROG</b>					
SALARIES & FRINGES	100,716	107,921	118,661	24,655	11,000
OPERATING	7,310	6,913	8,870	551	89
<b>TOTAL</b>	<b>108,026</b>	<b>114,834</b>	<b>127,531</b>	<b>25,207</b>	<b>11,088</b>
<b>PLANNING</b>					
SALARIES & FRINGES	2,235,278	2,230,169	2,188,976	479,094	96,934
OPERATING	177,201	174,902	207,967	33,169	2,080
<b>TOTAL</b>	<b>2,412,479</b>	<b>2,405,071</b>	<b>2,396,943</b>	<b>512,263</b>	<b>99,013</b>
<b>PLANNING-ECONOMIC DEV</b>					
SALARIES & FRINGES	0	113,151	204,085	36,816	43,323
OPERATING	0	65,737	84,314	23,095	843
<b>TOTAL</b>	<b>0</b>	<b>178,888</b>	<b>288,399</b>	<b>59,911</b>	<b>44,166</b>
<b>PLAT BOARD</b>					
SALARIES & FRINGES	1,120	982	2,000	66	500
OPERATING	0	0	0	0	0
<b>TOTAL</b>	<b>1,120</b>	<b>982</b>	<b>2,000</b>	<b>66</b>	<b>500</b>
<b>SR CIT - PRESC DRUGS</b>					
SALARIES & FRINGES	7,531	0	9,986	0	9,986
OPERATING	154,989	92,070	203,929	157	203,429
<b>TOTAL</b>	<b>162,520</b>	<b>92,070</b>	<b>213,915</b>	<b>157</b>	<b>213,415</b>

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
<b>CONTRIB TO OTHER FUNDS</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	61,535,766	72,144,023	70,653,680	0	69,240,606
<b>TOTAL</b>	61,535,766	72,144,023	70,653,680	0	69,240,606
<b>OTHER APPROPRIATIONS</b>					
CONFERENCE & TRAINING	8,051	12392	236,358	70	50,000
MISCELLANEOUS	-5,250	0	0	0	0
OLDER AMERICANS FES	18,207	0	0	0	0
NACO AWARDS APPL	2,811	2,451	1,300	1,250	1,250
MGT SVS DEVELOPMENT	4,295,345	4,416,073	4,967,327	0	4,481,192
IT CNTY EMPLOY TRAINING	1,700	0	15,000	0	0
COUNTY AUDIT	77,100	82,300	94,495	0	94,495
8 MILE BLVD ASSOC	4,950	4,950	4,950	0	4,950
MI ASSOC OF COUNTIES	39,529	39,529	40,715	40,715	40,715
NAT'L ASSOC OF COUNTIES	15,335	16,271	17,368	16,271	16,271
LEGISLATIVE EXPENSE	15,914	0	0	0	0
TRAFFIC SAFETY	9,000	9,000	9,000	9,000	9,000
POLICE TRAINING CENTER	25,000	0	25,000	0	20,000
CMH FORENSIC EVAL	237,608	194,830	250,000	0	250,000
DET REGNL ECON PARTN	67,000	67,000	67,000	0	67,000
STREAM GAUGE	55,585	61,000	68,800	68,800	68,800
SOIL CONSERVATION	43,650	43,650	43,650	43,650	43,650
CLINTON RVR WATER COU	5,000	5,000	5,000	0	5,000
SEMOG	305,976	321,000	351,000	150,152	351,000
AREA AGENCY ON AGING	48,897	50,220	51,732	0	51,732
AREA WIDE QLTY CONTROL	19,040	18,990	24,000	18,720	24,000
CONTINGENCY	0	0	321,360	0	250,000
SHORT TERM TAX BOND	5,103	0	15,000	0	10,000
EMPLOYEE ASSISTANCE	23,920	48,664	52,629	12,994	52,629
VOLUNTEER RECOGNITION	6,263	0	0	0	0
NON-CLASSIFIED	1,440	0	5,000	0	2,500
TURNING POINT - SANE	40,000	40,000	40,000	0	40,000
SE MI RC & D COUNCIL	500	500	500	500	500
CARE HOUSE	25,000	25,000	25,000	0	25,000
STUDENT GOVT DAY	36	0	0	0	0
AUTOMATION ALLEY	15,000	15,000	15,000	0	15,000
PUBLIC WORKS WATERSHED	51,400	51,400	0	0	0

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2006	2007 UNAUDITED	2008 YTD MARCH	2008 PROJECTION	DIFFERENCE
SUPERVISORY TRAINING	0	73,528	16	65,840	0
MACOMB COALITION	0	20,000	0	0	0
<b>TOTAL</b>	<b>5,459,110</b>	<b>5,618,748</b>	<b>362,138</b>	<b>6,040,523</b>	<b>772,501</b>
<b>CAPITAL OUTLAY</b>					
CAPITAL OUTLAY	95,058	50,162	44,347	75,000	0
VEHICLES	610,537	566,995	139,699	350,000	0
<b>TOTAL</b>	<b>705,595</b>	<b>617,157</b>	<b>184,046</b>	<b>425,000</b>	<b>0</b>
<b>RET FRINGE</b>					
APPROPRIATION	0	0	0	0	60,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,000</b>
<b>HIRING DELAY</b>					
APPROPRIATION	0	0	0	0	-744,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-744,000</b>
<b>TOTAL GENERAL FUND</b>	<b>215,199,362</b>	<b>227,904,556</b>	<b>34,104,092</b>	<b>226,500,663</b>	<b>4,193,273</b>
<b>TOTAL REVENUE</b>	<b>207,910,389</b>	<b>221,346,509</b>	<b>27,098,710</b>	<b>220,468,733</b>	<b>-5,324,540</b>
<b>DEFICIT</b>	<b>7,288,973</b>	<b>6,558,047</b>		<b>6,031,930</b>	<b>-1,131,267</b>



# FINANCE DEPARTMENT

10 N. Main St., 12th Floor  
Mount Clemens, Michigan 48043  
586-469-5250 FAX 586-469-5847

May 5, 2008

David M. Diegel  
Finance Director

John H. Foster  
Assistant Finance Director

Robert Grzanka, C.P.A.  
Internal Audit Manager

Stephen L. Smigiel, C.P.A.  
Accounting Manager

Commissioner Don Brown, Chairman  
& Members of the Budget Committee  
9<sup>th</sup> Floor-Administrative Building  
Mount Clemens, Michigan 48043

Dear Commissioners:

I have attached our Revenue and Expense Summaries for the first quarter 2008 including our financial projections for the 2008 fiscal year based on first quarter results.

Given that we have only three months of data to form a basis for our projection, I must state for the record that the enclosed projections will be subject to many variables over the remaining nine months of this year and we therefore cannot reliably project specific year-end results with a high degree of accuracy at this time.

One very basic piece of financial information that we lack specific data on at this time is the tax levy that will support the 2008 Budget. At this writing we lack critical information from several larger units of government as to their taxable values. In October 2007 when we developed the Recommended 2008 Budget, we projected a 2.5% increase over 2007, based on data provided by our Equalization Department. We are now being told that the previous projection was too high and have revised our 2008 property tax projection downward by \$1.5 million for an increase over 2007 levels of only 1.8%.

Schedule I summarizes first quarter revenue collections by major category and provides a projection of 2008 fiscal year revenues as compared to the Adopted Budget. Page 5 of Schedule I summarizes our revenue projection which at this time is indicating a shortfall of projected revenue to budget amounting to \$3,261,783. The single biggest factor contributing to the projected shortfall in revenue to budget is the minimal increase in property tax revenue over 2007 levels currently anticipated to support the 2008 Budget.

## MACOMB COUNTY BOARD OF COMMISSIONERS

William A. Crouchman  
District 23  
Chairman

Dana Camphous-Peterson  
District 18  
Vice-Chair

Leonard Haggerty  
District 21  
Sergeant-At-Arms

Andrey Duzyj - District 1  
Marvin E. Sauger - District 2  
Phillip A. DiMaria - District 3  
Jon M. Switalski - District 4  
Susan L. Doherty - District 5

Joan Flynn - District 6  
Sue Rocca - District 7  
David Flynn - District 8  
Robert Mijac - District 9  
Philis DeSaele - District 10

Ed Szczepanski - District 11  
Peter J. Lund - District 12  
Don Brown - District 13  
Brian Brdak - District 14  
Keith Rengert - District 15

Carey Torrice - District 16  
Ed Bruley - District 17  
Paul Gielegghem - District 19  
Kathy Tocco - District 20

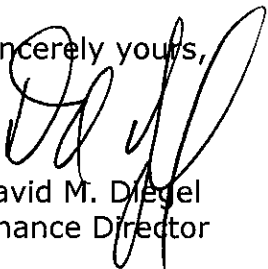
Betty Slinde - District 22  
Sarah Roberts - District 24  
Kathy D. Vosburg - District 25  
Leon Drolet - District 26

Commissioner Don Brown, Chairman  
& Members of the Budget Committee  
May 5, 2008  
Page 2 of 2

Schedule II summarizes year to date expenditure data including a projection for our fiscal year 2008 spending as compared to budget. This schedule projects spending to be \$4,193,273 under budget (Schedule II, Page 8). I must again caution that a full year projection based on three months of data will not result in a highly reliable result. We will continue to refine our projections as the year progresses. As we gain more hard operating data the resulting projections will become more reliable.

Based on our first quarter review, we are projecting that net spending at December 31, 2008 will be \$931,490 less than budgeted at March 31, 2008, resulting in a projected deficit of \$3,969,173 (Schedule II, Page 8).

Sincerely yours,



David M. Diegel  
Finance Director

DMD:ts

Enclosure

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
<b>TAXES</b>					
PROPERTY TAX	126,970,438	134,463,496	138,429,813	3,341,815	136,929,813
					-1,500,000
<b>LICENSE &amp; PERMITS</b>					
BUSINESS	425	325	400	25	400
MARRIAGE	103,534	103,600	113,500	13,890	105,000
CONCEALED WEAPON	68,312	57,564	70,000	22,438	65,000
SOIL EROSION	78,741	66,769	80,000	6,700	22,500
TRAILER PARK	79,954	79,471	80,000	19,291	80,000
	330,966	307,729	343,900	62,344	272,900
					-71,000
					0
					0
<b>FINES &amp; FORFEITURES</b>					
ORDINANCE	636,121	502,500	675,000	109,549	500,000
PENAL	295	645	100	2,585	2,585
BOND COSTS	138,310	117,059	137,500	28,448	125,000
FORFEITURE BOND	89,943	78,119	101,500	28,187	80,000
	864,669	698,321	914,100	168,769	707,585
					-21,500
					-206,515
<b>STATE/FEDERAL REVENUES</b>					
GRANTS	462,789	308,201	360,000	15,338	360,000
CIGARETTE TAX	465,481	380,361	357,689	0	357,689
LIQUOR LICENSE	0	0	500	0	0
JUDGES STANDARDIZATION	726,662	777,310	777,308	193,540	777,308
FOOD STAMP PROSECUTION	1,553	16,676	5,000	4,905	10,000
DRIVERS LIC RESTORATION	9,620	8,632	6,500	1,144	6,500
JUV OFFICER SAL REIMB	154,997	154,997	154,997	38,749	154,997
DUIL CASE FLOW	29,279	40,413	30,000	0	30,000
DRUG CASE FLOW	9,378	9,733	9,000	0	9,000
ELECTION REIMB	6,997	7,268	7,000	1,979	7,000
COURT FINANCING	4,056,166	4,209,499	3,900,000	0	4,000,000
PROBATE JUDGES SALARY	204,091	204,493	188,390	47,098	188,390
COBO HALL/LIQUOR TAX	2,126,343	2,011,246	2,011,246	0	2,000,000
JURY FEE REIMBURSEMENT	371,783	279,163	300,000	0	300,000
	8,625,137	8,407,991	8,107,630	302,753	8,200,884
					93,254
<b>INTEREST INCOME</b>					
INVESTMENT INCOME	5,646,865	6,040,249	6,002,500	723,602	5,600,000
INTEREST INC-LOCAL UNITS	40,598	50,897	50,000	6	50,000
INTEREST INC-STATE ED TAX	270,000	500,000	750,000	0	750,000
BUILDING REIMBURSEMENTS	71,027	58,152	75,000	21,487	60,000
					-15,000



## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	
<b>INTEREST INCOME</b>	6,028,490	6,649,298	6,877,500	745,095	-417,500
<b>CHARGES FOR SERVICE</b>					
REAL ESTATE TRANSFER TAX	4,062,152	3,117,230	3,150,000	617,250	-350,000
PROBATION OVERSIGHT FEES	1,600,569	1,223,900	1,101,000	255,825	99,000
SUBS ABUSE SCREENING	36,225	41,895	50,000	10,570	-5,000
FINGERPRINTING	50,292	49,451	55,000	14,001	-5,000
CRIME VICTIM RIGHTS	22,411	24,115	25,500	7,832	0
RETAIL FRAUD	32,991	16,750	30,000	0	0
COURT COST MISDEMEANOR	70,454	12,346	20,000	0	-2,000
COA APPEAL FILING	3,138	2,200	2,500	575	0
COURT COSTS	1,205,600	1,701,876	1,724,100	469,402	0
ENTRY & FILING	270,426	274,899	266,000	70,975	14,000
JURY DEMAND	107,609	113,910	153,000	27,961	-48,000
DRIVERS RESTITUTION	1,050	1,020	1,200	180	8,800
MOTIONS	126,740	121,661	135,500	30,229	-13,500
COURT COST (CIVIL)	81,133	93,899	75,000	26,567	5,000
COLLECTION	25,874	18,516	20,000	836	0
GARNISHMENT	35,061	46,456	40,500	10,457	0
REINSTATEMENT, DISMISSAL	2,400	2,070	2,000	540	0
25% CCF COLLECTION	436,261	355,572	425,000	69,011	-50,000
COMMUNITY SERVICES	21,010	54,610	44,000	18,550	16,000
RECORDING FEES	3,113,683	2,419,147	2,620,000	513,493	-420,000
RECORD COPYING-MICROFILM	373,683	276,832	400,000	82,042	-70,000
RECORD COPYING-RECTIGRAPH	110,327	105,210	125,000	23,967	-25,000
TRACT INDEX SERVICE	85,775	57,114	55,000	8,467	-5,000
REMONUMENTATION	11,062	9,267	8,000	1,915	72,000
ADMINISTRATIVE FEES	1,514	2,165	1,000	635	0
OVERSIGHT	45,085	140,930	125,000	48,065	25,000
JUVENILE SERVICE	15,232	12,170	20,000	447	-10,000
SUBPOENA	290	509	350	55	0
FAX FILING	1,803	2,518	1,000	714	1,500
VOTER & TAX ROLLS	3,058	2,057	3,500	628	0
FORENSIC LAB FEE-CIRCUIT	1,653	895	1,200	270	-200
PARKING-PUBLIC	129,522	175,926	183,500	39,463	0
PARKING-RESERVED	73,316	128,296	118,100	33,948	9,900
INTENSIVE SUPERVISION	0	8,600	10,000	10,140	20,000
URINAL/DRUG TESTING	611	6,504	6,000	6,785	4,000
PHONE CARDS	43,080	35,243	48,000	23,843	-3,000
ADMISSION-STATE BAR	1,700	1,775	1,500	75	0
QUARTERLY FORECAST					

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	
DNA FELONY CONVICTION	6,916	7,052	6,000	158	0
CCW PHOTOS	0	4,469	4,000	2,400	0
FEEES-OTHER	132,091	131,700	132,500	34,775	0
CERTIFIED COPIES-BIRTH	83,990	103,450	100,000	26,240	0
CERTIFIED COPIES-DEATH	45,520	51,020	49,000	13,960	0
CERTIFIED COPIES-MARRIAGE	20,310	23,800	22,700	6,320	1,000
CERTIFIED COPIES-COURT	44,592	40,461	40,000	11,098	0
CERTIFIED COPIES-OTHER	450,824	466,170	490,000	116,283	2,000
BUSINESS REGISTRATIONS	64,080	59,452	78,200	14,954	-25,000
BUSINESS DISSOLUTIONS	4,600	4,720	6,000	1,290	-18,200
NOTARY BOND FILING FEES	22,670	20,008	17,000	5,208	-1,000
NOTARY CERTIFICATES	339	201	500	43	3,000
RECORD SEARCHES	26,192	12,482	20,100	5,487	-250
FILING FEES-ELECTIONS	13,650	23,460	15,000	2,200	0
PRINTING & BINDING	112,325	112,371	100,000	19,142	10,000
MAPS & PLATS	312	62	4,800	109	-4,300
DISPATCHING SERVICES	280,994	288,825	292,965	73,162	0
TAX CERTIFY-PLATS/DEEDS	18,231	15,659	20,200	3,156	-5,200
TAX SEARCHES	19,778	15,960	16,800	2,120	0
RADIO SERV INSTALL/REPAIRS	310,249	245,513	280,000	34,630	-20,000
INSP FEES/SOIL EROSION	225,403	203,765	235,000	20,800	-165,000
REVIEW FEES/SOIL EROSION	93,822	75,707	100,000	7,375	-75,000
SALE OF RECORD MATERIAL	6,391	4,275	5,000	1,175	0
COMMISSION-PAY PHONES	688,746	738,189	701,000	-69,961	0
COMMISSIONS-VENDING MACH	6,440	7,151	3,650	2,550	3,850
COMMISSION-COMMISSARY	232,706	237,018	230,000	37,814	0
O.S.C.-WORK FORCE DEV	37,500	60,000	60,000	15,000	0
OTHER	966	4,976	0	0	0
MH JAIL SUBSTANCE ABUSE	134,245	134,245	134,245	0	0
<b>CHARGES FOR SERVICE</b>	<b>15,286,667</b>	<b>13,749,694</b>	<b>14,212,110</b>	<b>2,813,199</b>	<b>-1,025,600</b>
<b>DP DEVELOPMENT</b>	<b>1,930,274</b>	<b>2,001,503</b>	<b>1,753,121</b>	<b>443,549</b>	<b>0</b>
IT-DATA CENTER SERVICES	4,295,345	3,961,176	4,967,327	0	-486,135
IT-PROJECT/SUPPORT	6,225,619	5,962,679	6,720,448	443,549	-486,135
<b>OTHER REVENUE</b>	<b>60,655</b>	<b>102,475</b>	<b>10,000</b>	<b>626</b>	<b>40,000</b>
FURNITURE & EQUIP	0	0	10,000	0	0
ADVERTISING-PUBLIC INFO	12,622	14,066	2,000	0	10,000
DONATIONS					
QUARTERLY FORECAST					

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	
MISCELLANEOUS	201,418	160,539	98,000	60,194	52,000
OTHER REVENUE	274,695	277,081	120,000	60,819	102,000
<b>CONTRIB-OTHER FUNDS</b>					
CONTRIB REV SHAR SURPLUS	0	7,227,438	3,000,000	0	0
REV SHARING RESERVE	14,533,809	15,071,560	15,406,063	15,418,206	12,143
DELQ PERS PROP TAX	20,000	20,000	20,000	0	0
DELQ TAX REVOLVING	8,635,000	8,635,000	8,635,000	0	0
OTHER PROGRAMS	151,120	150,000	385,126	160,126	0
<b>CONTRIB-OTHER FUNDS</b>	<b>23,339,929</b>	<b>31,103,998</b>	<b>27,446,189</b>	<b>15,578,332</b>	<b>12,143</b>
<b>REIMBURSEMENTS</b>					
FEES ATTORNEY	990,183	1,025,325	1,000,000	357,539	0
SEX OFFENDER REGISTRATION	430	240	0	40	150
TELEPHONE CALLS	287	39	500	0	-350
REIMBURSABLE BLDG EXP	-28,901	1,800	0	450	1,000
SECURITY	128,444	151,786	120,000	2,487	0
LOST & DAMAGED PROP	3,010	1,789	1,000	540	500
INMATE HOUSING-SCAAP	56,974	118,318	48,000	0	0
POSTAGE	17,416	16,889	21,000	6,649	0
INMATE HOUSING-SOC SEC	86,400	106,600	75,000	26,400	12,600
INMATE HOUSING-LOCAL UNIT	0	0	0	0	0
INMATE HOUSING-US IMMIG	50,885	40,486	20,000	728	0
INMATE HOUSING-US BORDER	81,368	27,944	60,000	0	-20,000
INMATE HOUSING-MDOC PAROLE	268,240	227,220	175,000	171,995	80,990
HOSP.-MENTAL	7,570	1,393	5,000	200	0
INMATE HOUSING-MDOC FELONS	912,804	1,116,416	800,000	228,995	115,980
INMATE HOUSING-PA 118	356,672	345,411	400,000	120,386	0
INMATE HOUSING-WORK REL	392,199	359,465	400,000	132,080	0
WEIGH MASTER/ROAD COMM	20,000	20,000	20,000	20,000	0
PERSONAL SERVICES	730,295	903,007	985,192	30,907	0
RECORD COPIES/XEROX	110,452	120,376	100,000	350	0
VIDEO COURT	1,830	1,870	1,800	280	0
METERED POSTAGE	23	25	0	641	1,000
INMATE MEDICAL REIMBURSEM	0	791	0	7,933	8,000
JURY DUTY	2,376	2,253	1,800	422	200
ROAD PATROL SERVICES	7,205,310	7,597,332	7,691,961	1,919,254	0
SCHOOL LIAISON	222,941	110,422	111,000	27,873	0
COST OF CARE	4,414	3,211	4,000	4,963	1,000
RADIO PARTS	7,340	4,642	7,500	231	-2,500
QUARTERLY FORECAST					

## MACOMB COUNTY - 2008 FIRST QUARTER REVENUE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
WORKERS COMP	37,459	73,495	50,000	21,336	80,000
OTHER	-7,731	13,876	10,000	4,121	10,000
SHERIFF-FOC ENFORCEMENT	484,267	606,298	560,000	67,325	560,000
STATE WARD-JJC	492,440	308,075	350,000	0	350,000
STATE WARD INSTITUTIONS	140,210	134,610	120,000	23,671	120,000
FORMS	373	505	500	132	500
SALARIES APPLIED	1,821,976	368,340	1,500,000	65,820	1,500,000
OVERHEAD APPLIED	271,739	55,246	150,000	9,872	150,000
PRISONER CONVEY	8,132	10,505	9,000	1,549	9,000
<b>REIMBURSEMENTS</b>	<b>14,877,827</b>	<b>13,876,001</b>	<b>14,798,253</b>	<b>3,255,167</b>	<b>15,026,823</b>
					<b>228,570</b>
<b>COST ALLOCATION</b>					
FOC	1,033,314	1,004,621	1,090,730	313,330	1,090,730
PA CRP	7,709	86,093	86,093	0	86,093
SHERIFF	6,000	9,000	0	9,000	9,000
PW PUMP STATION	43,754	28,518	22,917	0	22,917
HEALTH DEPT	1,687,436	1,730,904	1,805,130	0	1,805,130
MENTAL HEALTH	1,116,995	1,366,738	1,436,722	0	1,436,722
COPIER FUND	1,910	1,857	1,447	0	1,447
TELECOMMUNICATIONS	22,490	22,490	42,158	0	42,158
CHILD CARE	757,761	922,821	1,885,038	0	1,885,038
VETERANS AFFAIRS	18,150	18,150	18,000	4,538	18,000
JTPA	234,639	381,025	248,000	0	248,000
HEAD START	0	69,862	0	0	0
PLANNING GRANTS	145,738	200,433	235,000	0	235,000
MTC MCF	0	952,095	952,095	0	952,095
PUBLIC WORKS GRANTS	10,056	7,710	0	0	0
<b>COST ALLOCATION</b>	<b>5,085,951</b>	<b>5,850,220</b>	<b>7,823,330</b>	<b>326,867</b>	<b>7,832,330</b>
					<b>9,000</b>
<b>TOTAL GENERAL FUND</b>	<b>207,910,389</b>	<b>221,346,510</b>	<b>225,793,273</b>	<b>27,098,710</b>	<b>222,531,490</b>
					<b>-3,261,783</b>

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008			
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION	DIFFERENCE
<b>BD OF COMMISSIONERS</b>						
SALARIES & FRINGES	2,114,604	2,016,967	2,160,936	450,469	2,078,347	82,589
OPERATING	135,678	143,149	179,870	28,482	178,071	1,799
<b>TOTAL</b>	<b>2,250,282</b>	<b>2,160,116</b>	<b>2,340,806</b>	<b>478,951</b>	<b>2,256,418</b>	<b>84,388</b>
<b>OFFICE- PUBLIC AFFAIRS</b>						
SALARIES & FRINGES	0	149,251	177,157	38,663	168,830	8,327
OPERATING		4,815	7,374	412	7,300	74
<b>TOTAL</b>	<b>0</b>	<b>154,066</b>	<b>184,531</b>	<b>39,075</b>	<b>176,130</b>	<b>8,401</b>
<b>BOC PROGRAMS</b>						
SALARIES & FRINGES	0	0	0	0	0	0
OPERATING	0	30,642	18,719	4,569	18,532	187
<b>TOTAL</b>	<b>0</b>	<b>30,642</b>	<b>18,719</b>	<b>4,569</b>	<b>18,532</b>	<b>187</b>
<b>CIRCUIT COURT</b>						
SALARIES & FRINGES	4,687,710	4,856,429	5,035,152	1,114,343	4,865,966	169,186
OPERATING	4,713,265	4,951,516	5,002,136	1,010,165	4,952,115	50,021
<b>TOTAL</b>	<b>9,400,975</b>	<b>9,807,945</b>	<b>10,037,288</b>	<b>2,124,508</b>	<b>9,818,081</b>	<b>219,207</b>
<b>FAMILY COUNSELING</b>						
SALARIES & FRINGES	58,518	60,109	60,420	13,570	59,256	1,164
OPERATING	133,895	143,340	159,104	26,236	157,513	1,591
<b>TOTAL</b>	<b>192,413</b>	<b>203,449</b>	<b>219,524</b>	<b>39,806</b>	<b>216,769</b>	<b>2,755</b>
<b>DISTRICT COURT ROMEO</b>						
SALARIES & FRINGES	820,775	887,440	897,247	200,858	877,081	20,166
OPERATING	204,929	237,027	248,922	41,533	246,433	2,489
<b>TOTAL</b>	<b>1,025,704</b>	<b>1,124,467</b>	<b>1,146,169</b>	<b>242,391</b>	<b>1,123,513</b>	<b>22,656</b>
<b>DISTRICT CT 3RD CLASS</b>						
SALARIES & FRINGES			0	0	0	0
OPERATING	33,495	58,611	59,000	11,096	58,410	590
<b>TOTAL</b>	<b>33,495</b>	<b>58,611</b>	<b>59,000</b>	<b>11,096</b>	<b>58,410</b>	<b>590</b>
<b>DISTRICT CT NEW BALT.</b>						
SALARIES & FRINGES	1,027,726	1,053,277	1,090,564	252,961	1,090,564	0
OPERATING	267,948	268,574	292,592	41,323	289,666	2,926
<b>TOTAL</b>	<b>1,295,674</b>	<b>1,321,851</b>	<b>1,383,156</b>	<b>294,285</b>	<b>1,380,230</b>	<b>2,926</b>

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2008			
	2006	2007	BUDGET	YTD MARCH
		UNAUDITED		PROJECTION
				DIFFERENCE
<b>PROBATE MENTAL</b>				
SALARIES & FRINGES	923,112	873,925	915,860	187,847
OPERATING	276,477	302,925	296,048	30,110
<b>TOTAL</b>	1,199,589	1,176,850	1,211,908	217,957
				1,113,354
				98,554
<b>PROBATE WILLS</b>				
SALARIES & FRINGES	2,343,240	2,337,778	2,369,500	558,013
OPERATING	257,697	247,636	251,550	44,674
<b>TOTAL</b>	2,600,937	2,585,414	2,621,050	602,687
				2,321,198
				249,035
				2,570,233
				48,302
				2,516
				50,817
<b>FAMILY COURT JUVENILE</b>				
SALARIES & FRINGES	4,573,499	4,348,322	4,357,743	997,851
OPERATING	1,570,888	1,665,933	1,723,756	124,399
<b>TOTAL</b>	6,144,387	6,014,255	6,081,499	1,122,250
				4,357,281
				1,706,518
				6,063,799
				462
				17,238
				17,700
<b>JUV CT RESTITUTION</b>				
SALARIES & FRINGES	142,983	150,650	147,698	33,112
OPERATING	5,152	4,515	5,484	740
<b>TOTAL</b>	148,135	155,165	153,182	33,851
				144,587
				5,429
				150,017
				3,111
				55
				3,165
<b>JUV CT RETAIL FRAUD</b>				
SALARIES & FRINGES	0	0	0	0
OPERATING	13,469	13,806	17,000	0
<b>TOTAL</b>	13,469	13,806	17,000	0
				16,830
				170
				170
<b>PROBATION CIRCUIT CT</b>				
SALARIES & FRINGES	0	0	0	0
OPERATING	160,527	165,335	156,320	33,257
<b>TOTAL</b>	160,527	165,335	156,320	33,257
				154,757
				1,563
				1,563
<b>PROBATION DISTRICT CT</b>				
SALARIES & FRINGES	1,325,800	1,418,933	1,497,938	325,450
OPERATING	91,838	80,456	89,672	15,369
<b>TOTAL</b>	1,417,638	1,499,389	1,587,610	340,819
				1,421,133
				88,775
				1,509,908
				76,805
				897
				77,702
<b>JURY COMMISSION</b>				
SALARIES & FRINGES	0	0	0	0
OPERATING	73,793	70,120	75,796	7,819
<b>TOTAL</b>	73,793	70,120	75,796	7,819
				75,038
				758
				758

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2006	2007	2008		
		UNAUDITED	BUDGET	YTD MARCH	PROJECTION
					DIFFERENCE
<b>CLERK-ELECTIONS</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	409,243	384,648	404,769	381,717	4,048
<b>TOTAL</b>	409,243	384,648	404,769	381,717	4,048
<b>INFOR TECHNOLOGY</b>					
SALARIES & FRINGES	4,577,082	4,375,075	4,431,840	965,290	116,738
OPERATING	1,835,376	1,587,923	1,938,597	1,213,507	19,386
<b>TOTAL</b>	6,412,458	5,962,998	6,370,437	2,178,797	136,124
<b>REIMBURSEMENT-CIR CT</b>					
SALARIES & FRINGES	870,934	928,528	914,306	204,289	22,244
OPERATING	99,462	74,054	109,348	12,501	1,093
<b>TOTAL</b>	970,396	1,002,582	1,023,654	216,790	23,337
<b>CORPORATION COUNSEL</b>					
SALARIES & FRINGES	887,061	959,850	1,000,084	292,797	0
OPERATING	43,210	43,609	49,326	8,095	493
<b>TOTAL</b>	930,271	1,003,459	1,049,410	300,892	493
<b>COUNTY CLERK</b>					
SALARIES & FRINGES	3,947,068	4,077,241	4,174,564	881,652	174,685
OPERATING	436,556	383,064	503,356	91,273	5,034
<b>TOTAL</b>	4,383,624	4,460,305	4,677,920	972,925	179,718
<b>CIVIL SERV COMMISSION</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	14,450	19,308	30,750	3,685	308
<b>TOTAL</b>	14,450	19,308	30,750	3,685	308
<b>WATER QUALITY BOARD</b>					
SALARIES & FRINGES	210	0	0	0	0
OPERATING	5,608	6,020	8,880	218	89
<b>TOTAL</b>	5,818	6,020	8,880	218	89
<b>FINANCE DEPARTMENT</b>					
SALARIES & FRINGES	2,070,124	2,059,367	2,128,115	473,275	61,483
OPERATING	125,738	135,458	137,907	37,510	1,379
<b>TOTAL</b>	2,195,862	2,194,825	2,266,022	510,784	62,862

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
					DIFFERENCE
<b>RISK MGT &amp; SAFETY</b>					
SALARIES & FRINGES	315,876	334,369	364,282	75,551	329,904
OPERATING	30,998	32,475	34,569	5,738	34,223
<b>TOTAL</b>	<b>346,874</b>	<b>366,844</b>	<b>398,851</b>	<b>81,289</b>	<b>364,128</b>
					<b>34,723</b>
<b>EQUALIZATION</b>					
SALARIES & FRINGES	938,667	990,333	1,038,552	210,197	917,858
OPERATING	65,321	66,628	71,738	12,249	71,021
<b>TOTAL</b>	<b>1,003,988</b>	<b>1,056,961</b>	<b>1,110,290</b>	<b>222,446</b>	<b>988,879</b>
					<b>121,411</b>
<b>HUMAN RESOURCES</b>					
SALARIES & FRINGES	1,947,279	1,804,192	2,003,248	396,632	1,831,959
OPERATING	231,587	216,893	267,508	42,173	264,833
<b>TOTAL</b>	<b>2,178,866</b>	<b>2,021,085</b>	<b>2,270,756</b>	<b>438,805</b>	<b>2,096,792</b>
					<b>171,289</b>
					<b>2,675</b>
					<b>173,964</b>
<b>PROSECUTING ATTORNEY</b>					
SALARIES & FRINGES	9,073,591	9,268,873	9,551,005	2,102,332	9,380,182
OPERATING	723,622	738,840	754,128	129,865	746,587
<b>TOTAL</b>	<b>9,797,213</b>	<b>10,007,713</b>	<b>10,305,133</b>	<b>2,232,197</b>	<b>10,126,769</b>
	<b>9,766,648</b>				<b>7,541</b>
					<b>178,364</b>
<b>PURCHASING</b>					
SALARIES & FRINGES	1,365,785	1,421,094	1,420,726	334,548	1,380,929
OPERATING	228,949	232,855	266,852	65,467	264,183
<b>TOTAL</b>	<b>1,594,734</b>	<b>1,653,949</b>	<b>1,687,578</b>	<b>400,016</b>	<b>1,645,112</b>
					<b>39,797</b>
					<b>2,669</b>
					<b>42,466</b>
<b>REGISTER OF DEEDS</b>					
SALARIES & FRINGES	1,491,906	1,477,133	1,583,849	323,011	1,485,483
OPERATING	568,665	411,612	713,296	43,899	706,163
<b>TOTAL</b>	<b>2,060,571</b>	<b>1,888,745</b>	<b>2,297,145</b>	<b>366,910</b>	<b>2,191,646</b>
					<b>98,366</b>
					<b>7,133</b>
					<b>105,499</b>
<b>TREASURER</b>					
SALARIES & FRINGES	2,127,224	2,035,154	2,101,695	479,628	2,094,376
OPERATING	153,519	146,860	179,929	34,170	178,130
<b>TOTAL</b>	<b>2,280,743</b>	<b>2,182,014</b>	<b>2,281,624</b>	<b>513,798</b>	<b>2,272,505</b>
					<b>7,319</b>
					<b>1,799</b>
					<b>9,119</b>
<b>FACILITIES &amp; OPERATIONS</b>					
SALARIES & FRINGES	7,959,311	8,050,451	8,306,810	1,762,806	7,997,588
OPERATING	8,259,389	7,566,055	9,588,362	1,777,981	9,492,478
<b>TOTAL</b>	<b>16,218,700</b>	<b>15,616,506</b>	<b>17,895,172</b>	<b>3,540,787</b>	<b>17,490,067</b>
					<b>309,222</b>
					<b>95,884</b>
					<b>405,105</b>



## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2008				
	2006	2007	BUDGET	YTD MARCH	PROJECTION
SHERIFF	UNAUDITED				DIFFERENCE
SALARIES & FRINGES	49,855,267	50,534,773	49,204,621	10,607,888	49,121,112
OPERATING	8,632,167	9,686,445	9,940,364	2,234,672	9,840,960
TOTAL	58,487,434	60,221,218	59,144,985	12,842,560	58,962,072
					182,913
SHERIFF-MARINE LAW					
SALARIES & FRINGES	636,049	650,551	522,787	97,563	522,787
OPERATING	74,418	105,030	155,264	10,712	153,711
TOTAL	710,467	755,581	678,051	108,275	676,498
					1,553
BLDG SAFETY (BLUE COATS)					
SALARIES & FRINGES	1,003,040	1,030,631	944,411	223,030	973,900
OPERATING	35,962	39,056	54,743	1,125	54,196
TOTAL	1,039,002	1,069,687	999,154	224,155	1,028,095
					-29,489
EMERGENCY MGT					
SALARIES & FRINGES	296,231	251,878	257,533	50,500	220,515
OPERATING	27,708	29,772	34,621	7,474	34,275
TOTAL	323,939	281,650	292,154	57,973	254,790
					37,018
TECHNICAL SERVICES					
SALARIES & FRINGES	776,973	773,924	804,066	180,065	786,284
OPERATING	51,880	40,893	75,469	8,638	74,714
TOTAL	828,853	814,817	879,535	188,703	860,998
					17,782
F & O SECURITY (GREY COATS)					
SALARIES & FRINGES	621,950	687,448	614,527	140,722	614,486
OPERATING	4,619	10,532	12,117	247	11,996
TOTAL	626,569	697,980	626,644	140,969	626,481
					41
PUBLIC WORKS COMM					
SALARIES & FRINGES	4,179,461	4,656,325	4,633,086	1,086,322	4,620,509
OPERATING	322,564	320,223	381,748	56,156	377,931
TOTAL	4,502,025	4,976,548	5,014,834	1,142,478	4,998,440
					12,577
VETERANS BURIAL					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	197,757	220,052	198,000	21,300	196,020
TOTAL	197,757	220,052	198,000	21,300	196,020
					1,980

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2008				
	2006	2007	BUDGET	YTD MARCH	PROJECTION
		UNAUDITED			DIFFERENCE
<b>VETERANS AFFAIRS</b>					
SALARIES & FRINGES	371,201	342,856	266,465	56,169	245,271
OPERATING	39,389	34,395	48,125	14,688	47,644
<b>TOTAL</b>	410,590	377,251	314,590	70,857	292,915
					21,194
					481
					21,675
<b>VET SOLDIERS RELIEF</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	10,429	1,855	20,500	6,127	20,295
<b>TOTAL</b>	10,429	1,855	20,500	6,127	20,295
					205
					205
<b>MSU EXTENSION SERV</b>					
SALARIES & FRINGES	683,495	706,132	666,489	154,869	666,489
OPERATING	233,357	240,569	250,559	46,662	248,053
<b>TOTAL</b>	916,852	946,701	917,048	201,530	914,542
					0
					2,506
					2,506
<b>MSU -JUV MENTOR PROG</b>					
SALARIES & FRINGES	100,716	107,921	118,661	24,655	107,661
OPERATING	7,310	6,913	8,870	551	8,781
<b>TOTAL</b>	108,026	114,834	127,531	25,207	116,443
					11,000
					89
					11,088
<b>PLANNING</b>					
SALARIES & FRINGES	2,235,278	2,230,169	2,188,976	479,094	2,092,042
OPERATING	177,201	174,902	207,967	33,169	205,887
<b>TOTAL</b>	2,412,479	2,405,071	2,396,943	512,263	2,297,930
					96,934
					2,080
					99,013
<b>PLANNING-ECONOMIC DEV</b>					
SALARIES & FRINGES	0	113,151	204,085	36,816	160,762
OPERATING	0	65,737	84,314	23,095	83,471
<b>TOTAL</b>	0	178,888	288,399	59,911	244,233
					43,323
					843
					44,166
<b>PLAT BOARD</b>					
SALARIES & FRINGES	1,120	982	2,000	66	1,500
OPERATING	0	0	0	0	0
<b>TOTAL</b>	1,120	982	2,000	66	1,500
					500
					0
					500
<b>SR CIT - PRESC DRUGS</b>					
SALARIES & FRINGES	7,531	0	9,986	0	0
OPERATING	154,989	92,070	203,929	157	500
<b>TOTAL</b>	162,520	92,070	213,915	157	500
					9,986
					203,429
					213,415

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		DIFFERENCE
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
<b>CONTRIB TO OTHER FUNDS</b>					
SALARIES & FRINGES	0	0	0	0	0
OPERATING	61,535,766	72,144,023	70,653,680	0	69,240,606
<b>TOTAL</b>	61,535,766	72,144,023	70,653,680	0	69,240,606
<b>OTHER APPROPRIATIONS</b>					
CONFERENCE & TRAINING	8,051	12392	236,358	70	50,000
MISCELLANEOUS	-5,250	0	0	0	0
OLDER AMERICANS FES	18,207	0	0	0	0
NACO AWARDS APPL	2,811	2,451	1,300	1,250	1,250
MGT SVS DEVELOPMENT	4,295,345	4,416,073	4,967,327	0	4,481,192
IT CNTY EMPLOY TRAINING	1,700	0	15,000	0	0
COUNTY AUDIT	77,100	82,300	94,495	0	94,495
8 MILE BLVD ASSOC	4,950	4,950	4,950	0	4,950
MI ASSOC OF COUNTIES	39,529	39,529	40,715	40,715	40,715
NAT'L ASSOC OF COUNTIES	15,335	16,271	17,368	16,271	16,271
LEGISLATIVE EXPENSE	15,914	0	0	0	0
TRAFFIC SAFETY	9,000	9,000	9,000	9,000	9,000
POLICE TRAINING CENTER	25,000	0	25,000	0	20,000
CMH FORENSIC EVAL	237,608	194,830	250,000	0	250,000
DET REGNL ECON PARTN	67,000	67,000	67,000	0	67,000
STREAM GAUGE	55,585	61,000	68,800	68,800	68,800
SOIL CONSERVATION	43,650	43,650	43,650	43,650	43,650
CLINTON RVR WATER COU	5,000	5,000	5,000	0	5,000
SEMCOC	305,976	321,000	351,000	150,152	351,000
AREA AGENCY ON AGING	48,897	50,220	51,732	0	51,732
AREA WIDE QLTY CONTROL	19,040	18,990	24,000	18,720	24,000
CONTINGENCY	0	0	321,360	0	250,000
SHORT TERM TAX BOND	5,103	0	15,000	0	10,000
EMPLOYEE ASSISTANCE	23,920	48,664	52,629	12,994	52,629
VOLUNTEER RECOGNITION	6,263	0	0	0	0
NON-CLASSIFIED	1,440	0	5,000	0	2,500
TURNING POINT - SANE	40,000	40,000	40,000	0	40,000
SE MI RC & D COUNCIL	500	500	500	500	500
CARE HOUSE	25,000	25,000	25,000	0	25,000
STUDENT GOV'T DAY	36	0	0	0	0
AUTOMATION ALLEY	15,000	15,000	15,000	0	15,000
PUBLIC WORKS WATERSHED	51,400	51,400	0	0	0

## MACOMB COUNTY - 2008 FIRST QUARTER EXPENDITURE PROJECTION

	2007		2008		
	2006	UNAUDITED	BUDGET	YTD MARCH	PROJECTION
					DIFFERENCE
SUPERVISORY TRAINING	0	73,528	65,840	16	0
MACOMB COALITION	0	20,000	0	0	0
<b>TOTAL</b>	<b>5,459,110</b>	<b>5,618,748</b>	<b>6,813,024</b>	<b>362,138</b>	<b>772,501</b>
<b>CAPITAL OUTLAY</b>					
CAPITAL OUTLAY	95,058	50,162	75,000	44,347	0
VEHICLES	610,537	566,995	350,000	139,699	0
<b>TOTAL</b>	<b>705,595</b>	<b>617,157</b>	<b>425,000</b>	<b>184,046</b>	<b>0</b>
<b>RET FRINGE</b>					
APPROPRIATION	0	0	60,000	0	60,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>60,000</b>	<b>0</b>	<b>60,000</b>
<b>HIRING DELAY</b>					
APPROPRIATION	0	0	-744,000	0	-744,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>-744,000</b>	<b>0</b>	<b>-744,000</b>
<b>TOTAL GENERAL FUND</b>	<b>215,199,362</b>	<b>227,904,556</b>	<b>230,693,936</b>	<b>34,104,092</b>	<b>4,193,273</b>
<b>TOTAL REVENUE</b>	<b>207,910,389</b>	<b>221,346,510</b>	<b>225,793,273</b>	<b>27,098,710</b>	<b>-3,261,783</b>
<b>DEFICIT</b>	<b>7,288,973</b>	<b>6,558,046</b>	<b>4,900,663</b>	<b>3,969,173</b>	<b>931,490</b>

# **RECYCLABLE PAPER**

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: receive and file the General Fund Balance Requirement For 2008.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, May 13, 2008

# BOARD REDUCTION OF \$12 MILLION DOLLAR SHORTFALL IN 2008

ITEM	ORGKEY	OBJECT	REDUCTION AMOUNT	SHORTFALL
ORIGINAL PROJECTION				12,037,399
BOARD REDUCTIONS DEC 07, JAN 08, FEB 08				(6,901,433)
ADOPTED FUND BALANCE REQUIREMENT 2/14/08				5,135,966
<b>FULL BOARD 02/14/08</b>				
COURT BUILDING SAFETY-REDUCE OPERATIONS	10131001	70203	(75,000)	(75,000)
PUBLIC AFFAIRS-ADVERTISING REVENUE	10110105	67025	10,000	(10,000)
REQUIREMENT TO BALANCE BUDGET FEBRUARY				5,050,966
<b>FULL BOARD 03/19/08</b>				
SHERIFF-ELIMINATE REVENUE LOCAL UNITS	10130520	67708	(15,000)	15,000
WEST NILE VIRUS PROGRAM SUSPENDED	10193201	67699	160,126	(160,126)
REDUCE CHILD CARE FUND FOR RECLASS	10193201	96511	(5,477)	(5,477)
REQUIREMENT TO BALANCE BUDGET MARCH				4,900,363
<b>FULL BOARD 04/17/08</b>				
INFORMATION TECHNOLOGY-POSITION ELIMINATED	10120401	SAL/FRIN	(27,108)	(27,108)
MTB LAUNDRY PROPOSAL-EFF 6/1/08	10193001	CONTRIB	(110,140)	(110,140)
REQUIREMENT TO BALANCE BUDGET APRIL				4,763,115

# **RECYCLABLE PAPER**



RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: receive and file the County Bridge Renovation and Replacement Program Update.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, 5-13-08

# MEMORANDUM

**TO:** Board of County Road Commissioners

**FROM:** Robert P. Hoepfner, P.E., County Highway Engineer

**DATE:** May 5, 2008

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In order to keep the Board of Road Commissioners apprised of the status of the Macomb County Bridge Program, I offer the following information:

□ **These structures have been completed:**

	<u>Final Construction Cost/as Bid Cost</u>
➤ Armada Center over E.B. Coon Creek (CB)	574,552.61
➤ Schoenherr over Red Run River	276,994.99
➤ Harper over the Clinton River Spillway	453,385.32
➤ Garfield over the Clinton River	208,946.49
➤ Gramer over the Harrison Drain	238,363.94
➤ McPhall over the E.B. Coon Creek (CB)	430,591.04
➤ 25 Mile Road over the Deer Creek	483,900.91
➤ Fairchild over the Deer Creek (CB)	646,881.48
➤ 28 Mile over the Kirkham Drain	392,793.71
➤ 29 Mile over the Corey Drain	164,830.93
➤ Bates Road over Bark Drain	
➤ Fairchild over the Ahrens Drain	412,843.90
➤ Jewell Road over the Taft Drain	216,218.95
➤ Weber Road over the Belle River (CB)	2,605,526.96
➤ 28 Mile over the Salt River (CB)	842,197.56
➤ Gates Road over East Mill Lake Outlet	364,526.12
➤ 29 Mile Road over Deer Creek	309,267.54
➤ 27 Mile Road over Tupper Brook (CB)	554,208.20
➤ West Road over Field Drain	226,271.64

**These structures have been completed:**

Final Construction Cost

➤ 31 Mile Road over Tributary Stony Creek	438,493.36
➤ 31 Mile Road over E. B. Coon Creek (CB)	1,134,444.61
➤ Russ road over Wheeler Drain	390,154.15
➤ 29 Mile Road over E. B. Coon Creek	816,419.48
➤ 33 Mile Road over Ward Drain	191,777.66
➤ 34 Mile Road over E. Pond Creek/Fisher Lake Outlet	299,053.59
➤ McKay Road over N.B. Clinton River (CB)	1,215,567.38
➤ Hayes Road over Price Brook Drain (CB)	1,179,584.68
➤ Mt. Vernon Road over Tributary to Stony Creek	\$ 700,953.70
➤ Lowe Plank Rd over Tributary Salt River	<u>260,363.91</u>
<b>Total Construction Cost</b>	<b>\$16,029,114.81</b>

\*Final completion Spring 2008

**The following structure is under contract for replacement:**

➤ Irwin Rd over E.B. Coon Creek	514,209.62
---------------------------------	------------

**The following structures are currently being advertised for bidding:**

➤ 34 Mile Rd over Cemetery Creek	385,492.50
----------------------------------	------------

**The following structures are currently being designed or design completed:**

	<u>Est Start Dt</u>	<u>Est. Const Costs</u>
➤ Card Road over N.B. Clinton River	2008	3,100,000.00
➤ Shelby Road over Conrail	2008	585,968.97
➤ *Romeo Plank Rd over Gloede Drain	2008	3,700,000.00
➤ Hagen Road over Deer Creek	2009	650,000.00
➤ Bordman Rd over E.B. Coon Creek	2009	585,000.00
➤ *Bridgeview over Clinton River	2008	4,053,000.00
➤ *30 Mile Rd over Healy Brook	2007	630,000.00
➤ 26 Mile Rd over Kirkham Drain	2007	950,000.00
➤ 26 Mile Rd over Branch Kirkham Drain	2008	950,000.00
➤ 28 Mile Rd over N.B. Clinton River	2009	1,430,000.00
➤ *14 Mile Rd over Red Run	2009	4,070,000.00

\*Also to receive MDOT Local Bridge Funding, (95% of eligible construction cost)

In addition to these construction costs an additional sixteen percent (16%) will be added to cover Design Engineering, Construction Engineering, Construction Inspection, and Testing.

WJS.gjd

Wjs.18 Bridge Pgm3/gjd



# FINANCE DEPARTMENT

10 N. Main St., 12th Floor  
Mount Clemens, Michigan 48043  
586-469-5250 FAX 586-469-5847

David M. Diegel  
Finance Director

John H. Foster  
Assistant Finance Director

Robert Grzanka, C.P.A.  
Internal Audit Manager

Stephen L. Smigiel, C.P.A.  
Accounting Manager

TO: Commissioner Don Brown, Chair  
Budget Committee

FROM: Stephen L. Smigiel  
Accounting Manager

DATE: January 11, 2008

SUBJECT: County Bridge Renovation and Replacement Program Update

Pursuant to the request of the Budget Committee, I have prepared and attached a schedule of construction activity under the County Bridge Renovation and Replacement Program from inception through December 31, 2007. A total of 40 bridge projects have been completed or were under construction as of December 31, 2007, with a total inception to date cost of \$8,755,000. In addition, \$4,256,000 is committed for the completion of projects currently in progress and an additional \$2,234,000 is designated for approved projects that have not yet been started. A total of \$1,287,000 of uncommitted funds remains as of December 31, 2007, as indicated below.

Net bond proceeds	\$ 14,813,142
Accumulated interest	<u>1,719,204</u>
Funds available to spend	<u>16,532,346</u>
Construction expenses	(8,754,933)
Committed for in-progress projects	(4,256,476)
Committed for future projects	<u>(2,234,104)</u>
Funds spent and committed	<u>(15,245,513)</u>
Uncommitted funds	<u>\$ 1,286,833</u>

In addition, the County has cost-sharing agreements with several local communities whereby 25% of the County's cost of projects in those communities will be recovered over a period of 30 years, commencing at project completion. Cost recovery began in 2005 and is approximately \$7,650 per year based on projects completed thus far.

## MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1  
Marvin E. Sauger - District 2  
Phillip A. DiMaria - District 3  
Jon M. Switalski - District 4  
Susan L. Doherty - District 5

Joan Flynn - District 6  
Sue Rocca - District 7  
David Flynn - District 8  
Robert Mijac - District 9  
Phillis DeSaele - District 10

Ed Szczepanski - District 11  
Peter J. Lund - District 12  
Don Brown - District 13  
Brian Brdak - District 14  
Keith Rengert - District 15

William A. Crouchman  
District 23  
Chairman

Dana Camphous-Peterson  
District 18  
Vice-Chair

Leonard Haggerty  
District 21  
Sergeant-At-Arms

Carey Torrice - District 16  
Ed Bruley - District 17  
Paul Gielegghem - District 19  
Kathy Tocco - District 20

Betty Slinde - District 22  
Sarah Roberts - District 24  
Kathy D. Vosburg - District 25  
Leon Drolet - District 26

**MACOMB COUNTY ROAD COMMISSION  
BRIDGE FUND PROGRAM  
COMBINED STATEMENT ALL BRIDGES  
YEARS 2000 - 2007**

BRIDGE NAME	LOCATION	COUNTY COST TO DATE	Remaining Budget Committed	
			In Progress	Planned
<i>MCPHALL / COON CRK</i>	ARMADA TWP	110,205.13	-	-
<i>ARMADA CTR / COON CRK</i>	ARMADA TWP	140,095.90	-	-
IRWIN/EB COON CRK	ARMADA TWP	14,563.29	256,687	-
BORDMAN/EB CN CRK	ARMADA TWP	4,515.57	295,484	-
IRWIN/COON CRK	ARMADA TWP	-	-	260,000
GATES /E. MILL LAKE	BRUCE TWP	325,427.82	24,572	-
MCKAY/CLNTN RVR	BRUCE TWP	355,343.97	-	-
34 MILE/FISHER LAKE	BRUCE TWP	189,236.51	-	-
<i>HARPER / CLNTN RIVR</i>	CLINTON TWP	181,837.43	-	-
<i>GARFIELD / CLNTN RIVR</i>	CLINTON TWP	88,866.18	-	-
ROMEO PLK / GLOEDE	CLINTON TWP	309,141.28	231,359	-
BRIDGEVIEW/CLNT RVR	HARRISON	93,186.87	512,313	-
<i>GRAMER / HARRISON</i>	LENOX TWP	169,563.07	-	-
<i>28 MILE / SALT RIVER</i>	LENOX TWP	235,518.48	-	-
<i>28 MILE/KIRKHAM DRN</i>	LENOX TWP	234,025.08	-	-
29 MILE/DEER CRK	LENOX TWP	191,659.72	58,340	-
GRAMER /NORTON DRN	LENOX TWP	27,035.97	-	-
29 MILE/EB COON CRK	LENOX TWP	508,841.58	-	-
LOWE PLK/TRB SLT RVR	LENOX TWP	181,187.96	8,812	-
30 MILE/DEER CRK	LENOX TWP	-	-	300,000
LOWE PLK/SLT RVR	LENOX TWP	-	-	200,000
<i>31 MILE/COON CRK</i>	LENOX TWP	455,512.27	-	-
HAGEN/DEER CRK	CHESTERFIELD	14,962.02	310,038	-
<i>FAIRCHILD / DEER CRK</i>	MACOMB TWP	633,044.37	-	-
<i>FAIRCHILD / AHRENS</i>	MACOMB TWP	298,383.00	-	-
CARD / NB CLINTON RV	MACOMB TWP	192,508.82	732,491	-
CHAPMAN/DEER CRK	MACOMB TWP	-	-	325,000
HAYES/PRICE BRK DRN	MACOMB/SHELBY	392,395.90	-	-
SHELBY/CONRAIL	SHELBY	18,260.40	247,990	-
<i>27 MILE / TUPPER BRK</i>	RAY TWP	191,559.12	-	-
<i>29 MILE &amp; CORY DRAIN</i>	RAY TWP	93,617.34	-	-
26 MILE/KIRKHAM DRN	RAY TWP	16,325.52	311,174	-
28 MILE/NB CLNTN RVR	RAY TWP	43,132.19	671,868	-
26 MILE/TRIB. KIRKHAM DRN	RAY TWP	15,302.28	312,198	-
<i>WEBER / BELLE RIVER</i>	RICHMOND TWP	1,321,102.45	-	-
<i>RUSS RD / WHEELER</i>	RICHMOND TWP	305,474.48	-	-
<i>33 MILE/WARD DRN</i>	RICHMOND TWP	135,455.29	-	-
34 MILE/CEMTRY CRK	RICHMOND TWP	7,901.37	249,599	-
M-53/32 MILE TRAIL BRDGE	ROMEO	-	-	399,104
14 MILE/RED RUN DRN	STG HTS/WARREN	-	-	700,000
<i>SCHOENHERR / RED RN</i>	STERLING HTS	104,612.02	-	-
<i>JEWELL / TAFT DRAIN</i>	WASHINGTON	145,893.35	-	-
31 MILE / TRIB.STNY CRK	WASHINGTON	326,480.94	-	-
<i>WEST RD / FIELD (WYER) DRN</i>	WASHINGTON	147,243.65	-	-
MT VERNON/STNY CRK	WASHINGTON	505,315.48	-	-
30 MILE/HEALY BRK	WASHINGTON	50,199.46	33,551	-
31 MILE/STONY CRK	WASHINGTON	-	-	50,000
<b>COMPLETED PROJECTS <i>bold and italics</i></b>		<u>8,754,933.45</u>	<u>4,256,476</u>	<u>2,234,104</u>

Net bond proceeds	\$ 14,813,142
Accumulated interest	<u>1,719,204</u>
Funds available to spend	<u>16,532,346</u>
Construction expenses	(8,754,933)
Committed for in-progress projects	(4,256,476)
Committed for future projects	<u>(2,234,104)</u>
Funds spent and committed	<u>(15,245,513)</u>
Uncommitted funds	<u>\$ 1,286,833</u>

# **RECYCLABLE PAPER**

RESOLUTION NO. \_\_\_\_\_

FULL BOARD MEETING DATE: MAY 15, 2008

AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO GRANT THE CIRCUIT COURT PERMISSION TO APPLY FOR A RENEWAL OF THE STATE OF MICHIGAN ADULT FELONY DRUG COURT GRANT FOR THE STATE FISCAL YEAR OF 2008 – 2009 AND REFER TO THE BUDGET COMMITTEE FOR CONTINUATION OF MACOMB COUNTY FUNDING IN THE AMOUNT OF \$210,000.

INTRODUCED BY: Commissioner Keith Rengert, Chair, JPS Committee

The reasons for this request are provided in the supporting letter from Chief Judge Richard L. Caretti.

COMMITTEE / MEETING DATE:

JPS  
Budget

May 5, 2008  
May 13, 2008

*Approved*

STATE OF MICHIGAN



SIXTEENTH JUDICIAL CIRCUIT COURT

40 N. MAIN STREET

MOUNT CLEMENS, MICHIGAN 48043

April 24, 2008

**RICHARD L. CARETTI**  
CIRCUIT JUDGE

**DEBORAH E. ROSER**  
SECRETARY  
(586) 469-5137

Justice & Public Safety Committee  
C/O Commissioner Keith Rengert, Chair  
One S. Main, 9<sup>th</sup> Floor  
Mt. Clemens, MI 48043

Dear Commissioners:

Please place the request of the Adult Felony Drug Court for permission to apply for the Michigan Drug Court Grant Program Fiscal Year 2009 which will run from October 1, 2008 through September 30, 2009 on the agenda of the May 5, 2008 JPS Committee meeting and forward the request for continuation of Macomb County funding in the amount of \$210,000 to the Budget Committee.

The MDCGP Application is due in Lansing on May 16, 2008. The application announcement and the Budget are attached. There is no match required by the State. However, to continue the program at the same level we are asking the County to fund the program at the \$210,000 that they have for the past two fiscal years. The Drug Court will again request \$100,000 from the MDCGP. The Drug Court was awarded \$80,000 from the State for the 2008 FY and allowed to carry over \$50,000 from FY 2007.

The Drug Court averages 65 to 70 defendants in the program and is overseen by Judges James M. Biernat, Sr. and Diane M. Druzinski. These 65 defendants would fill one pod in the Macomb County Jail. The Drug Court offers a viable alternative to incarceration for non-violent offenders with substance abuse problems. In the first half of FY 2008, 3260 jail/prison days were saved for other defendants by utilizing this alternative. During that period 36 defendants were admitted to the program. To date we have a total of 74 graduates from the program. The target population remains those repeat offenders who are alcohol or drug dependant, non-violent and who will serve a minimum of nine months in jail.

Also on the positive side, the Drug Court has collected \$6,967.59 from participants in the first half of the FY. In addition, each participant prior to graduation must enter into a payment agreement with Judicial Aide for outstanding fees and costs. Those who have child support matters must make payments as a condition to Drug Court participation. Each participant also does a mandatory 24 hours of community service prior to graduation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Richard L. Caretti".  
Richard L. Caretti  
Chief Judge

c: Hon. James M. Biernat, Drug Court Judge  
Hon. Diane M. Druzinski, Drug Court Judge  
Keith Beasley, Court Administrator  
Gloria Kmiec, Drug Court Supervisor



# Michigan Drug Court Grant Program Fiscal Year 2009

## Application

Grant applications are due at the  
State Court Administrative Office in Lansing by  
5:00 p.m. on Friday, May 16, 2008

**APPLICATIONS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED**

- The fiscal year 2009 grant period will commence October 1, 2008, and will continue through September 30, 2009.
- The **Michigan Drug Court Grant Program (MDCGP)** has continuously encouraged all drug courts receiving funding assistance to also seek additional sources of funding to support their drug court program from federal, state, and local resources.

Address for First Class Mail:

State Court Administrative Office  
925 West Ottawa  
P.O. Box 30048  
Lansing, MI 48909

Address for Courier Delivery:  
(Federal Express/UPS/etc.)

State Court Administrative Office  
925 West Ottawa  
Lansing, MI 48913

Questions:

Carol Knudsen  
State Court Administrative Office  
knudsenc@courts.mi.gov  
517-373-7351

Grant Award Notification:

We anticipate that notification of grant awards will be made in September 2008.

**Faxed or e-mailed applications will not be accepted.**

# MICHIGAN DRUG COURT GRANT PROGRAM FY 2009

## Program Description

### INTRODUCTION

The purpose of the Michigan Drug Court Grant Program (MDCGP) is to provide funding assistance for planning and implementation of new drug courts and the continuation of existing drug court programs.

The Michigan Drug Court Grant Program includes funding for proposed or existing juvenile, family dependency, and adult drug courts, including drug court programs that give special attention to alcohol problems or Driving While Intoxicated (DWI) cases. In the case of adult drug courts, applicants are encouraged to target non-violent probation violators and other non-violent felony offenders, particularly straddle cell offenders with a prior record variable of 35 points or more who, based upon local sentencing practices, are otherwise bound for prison.

### ELIGIBILITY

#### Compliance with 2004 PA 224

Applicants should refer to 2004 PA 224 when completing the application to ensure the drug court program is designed and/or implemented in compliance with statutory requirements. 2004 PA 224 can be found at:

[http://www.legislature.mi.gov/\(c0qc2cm0hiykqt3hpcjwbpev\)/mileg.aspx?page=BillStatus&objectname=2004-SB-0998](http://www.legislature.mi.gov/(c0qc2cm0hiykqt3hpcjwbpev)/mileg.aspx?page=BillStatus&objectname=2004-SB-0998)

Applicants should also familiarize themselves with the provisions of 2004 PA 219-221 and 225-226.

It is recommended that applicants refer to the federal guidelines for more detailed information on the key components of drug courts which can be found at

<http://www.ojp.usdoj.gov/BJA/grant/DrugCourts/DefiningDC.pdf>

Courts that are planning or implementing a DWI, Juvenile, or Family Dependency drug court should also refer to the principles and strategies outlined in the following Bureau of Justice Assistance publications: *The Ten Guiding Principles of DWI Courts*; *Juvenile Drug Court: Strategies in Practice* (16 Strategies of Juvenile Drug Courts); or *Family Dependency Treatment Courts: Addressing Child Abuse and Neglect Cases Using the Drug Court Model*.

For these publications, refer to the following links:

DWI Courts: [http://www.ndci.org/pdf/Guiding\\_Principles\\_of\\_DWI\\_Court.pdf](http://www.ndci.org/pdf/Guiding_Principles_of_DWI_Court.pdf)

Juvenile Drug Courts: <http://www.ncjrs.gov/pdffiles1/bja/197866.pdf>

Family Dependency Drug Courts: <http://www.ncjrs.gov/pdffiles1/bja/206809.pdf>

### **Training Requirements**

Pursuant to 2004 PA 224, § 1062 (3), "*A court that is adopting a drug treatment court shall participate in training as required by the State Court Administrative Office and the Bureau of Justice Assistance of the United States Department of Justice.*" To be eligible for MDCGP FY 2009 continuation/implementation funding, jurisdictions must have completed, be currently registered, or applied for the Federal Drug Court Planning Initiative (DCPI) training series. Courts that are awarded FY 2009 planning grants must apply for DCPI training during the FY 2009 grant period. Courts that apply for DCPI training, but are not selected, must agree to participate in DCPI training if the training is provided by the State Court Administrative Office during the funding year. Courts must submit a copy of the non-acceptance notification from the Department of Justice. The following link provides DCPI training information: <http://www.dcpincjrs.org/>

### **Memorandum of Understanding**

In order to be considered for grant funding for FY 2009, pursuant to 2004 PA 224, § 1062, all courts must have a memorandum of understanding (MOU). The MOU should include the local prosecuting attorney, a representative of the criminal defense bar, a representative or representatives of community treatment providers, and any additional parties considered necessary, and shall describe the role of each party. Courts applying for implementation/continuation grant funds must attach an original MOU with required signatures. Please refer to the following website (section D-1, page 56) for an example of a MOU: <http://www.ndci.org/publications/ModelStateDCLegislation.pdf>.

## **PURPOSE AREAS**

The two purpose areas for grant funding include:

1. **Planning Grants**

Planning grants are for jurisdictions that are interested in establishing a new drug court and are in the early stages of planning that effort.

2. **Implementation/Continuation Grants**

Implementation/continuation grants are for jurisdictions that have completed a substantial amount of planning and are ready to implement a drug court or for courts that are already implemented and are seeking funds for continuation.

**For specific instructions in completing the program narrative section of the application, please refer to either the Planning or the Implementation/Continuation Program Description and Requirements purpose area document.**

## **REPORTING REQUIREMENTS**

Financial reports and quarterly data reports must be submitted on January 31, April 30, July 31, and October 10 of the contract year. Progress reports must also be submitted twice during the contract year with an interim report due on April 30 and a final progress report due on October 20. **Thirty (30) days past the due date, a delinquency notice will be sent out via e-mail notifying courts that they have**

fifteen (15) days to comply with the reporting requirement. Forty-five (45) days past the due date, a forfeiture notice will be sent out to courts via mail notifying them that their funding award has been rescinded due to contract noncompliance, unless new deadlines are negotiated with SCAO.

### **DRUG COURT CASE MANAGEMENT INFORMATION SYSTEM (DCCMIS)**

Drug courts receiving awards from the MDCGP are required to use the DCCMIS to manage drug court cases and report all data to SCAO pursuant to 2004 PA 224, § 1078. Additional information regarding the DCCMIS is available at: <http://courts.michigan.gov/scao/services/DCCMIS/DCCMIS.htm>

### **DRUG TREATMENT COURT TRAINING REGISTRATION COSTS MICHIGAN ASSOCIATION OF DRUG COURT PROFESSIONALS**

The Michigan Association of Drug Court Professionals (MADCP) will be holding its 10<sup>th</sup> annual conference in Lansing at the Lansing Center during February 2009. Jurisdictions applying for grant funding from the MDCGP may include in their application registration costs for up to three drug court team members to attend the conference. Travel, hotel, and meal reimbursement for the conference will not be covered by grant funds. Additional information on national training programs is available through the National Association of Drug Court Professionals and the National Drug Court Institute at [www.nadcp.org](http://www.nadcp.org).

### **GRANT REVIEW**

Review of grant applications will take into consideration geographic location, population served, and drug and drug-related caseload statistics. Please include any other information that should be considered in documenting the need for your drug court program.

### **GRANT AWARDS**

Courts will be notified of award decisions in September 2008. Courts receiving awards must complete and return revised budgets for final approval based on the actual award amount within one month of receiving the award notification. Contracts with all required original signatures must be received in the SCAO office by December 30, 2008. Awards may be rescinded for failure to meet the above contracting deadlines unless new deadlines are negotiated with SCAO.

**MACOMB COUNTY ADULT DRUG COURT**  
**October 1, 2008 - September 30, 2009**

	<b>FY 07/08 Budget</b>	<b>FY 08/09 Requested</b>
Drug Court Supervisor	63,245	66,130
Assessor/Therapy Coordinator	25,956	43,882
Fringe Benefits	42,556	70,390
Employee Training/Local Travel	4,000	603
Supplies/Material	36,198	1,545
Consultant/Contractual	168,045	127,450
<b>Total \$</b>	<b>340,000 \$</b>	<b>310,000</b>

State Amount	130,000	100,000
Macomb County Amount	210,000	210,000
<b>Total \$</b>	<b>340,000 \$</b>	<b>310,000</b>

b)

RESOLUTION NO. \_\_\_\_\_ FULL BOARD MEETING DATE: \_\_\_\_\_

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: CONCUR IN THE REQUEST OF THE PROSECUTOR'S OFFICE AND APPROVE THE RENEWAL OF THE MACOMB AUTO THEFT SQUAD GRANT FOR 2008/09; REQUIRING A COUNTY MATCH OF \$59,516.00; AND FORWARD TO THE BUDGET COMMITTEE AND THE BOARD FOR CONSIDERATION.

INTRODUCED BY: KEITH RENGERT, CHAIRMAN, JUSTICE AND PUBLIC SAFETY COMMITTEE

COMMITTEE/MEETING DATE

JPS/MAY 5, 2008 *Approved*  
Budget 5-13-08



April 24, 2008

Commissioner Keith Rengert, Chairman  
Justice and Public Safety Committee  
One South Main St.  
Mount Clemens, Michigan 48043

Dear Commissioner Rengert:

The Macomb County Prosecuting Attorney's Office is requesting permission to submit an application for the funding of an "Auto Theft Prosecution Project" for the 2008 calendar year. The application process is being administered by the Automobile Theft Prevention Authority whose funding comes from a one-dollar fee levied against each automobile insurance policy issued in the state. Legislation has mandated that this levy is to be used to combat auto theft in the State of Michigan.

Since November 1987, the Macomb County Prosecutor's Office has received funding from the Automobile Theft Prevention for an Auto Theft Prosecution Unit. This unit consists of an Assistant Prosecuting Attorney whose sole responsibility is the prosecution of individuals involved in serious auto theft and related activity. During this past year, the Auto Theft Unit working with police task forces has identified and prosecuted individuals involved in major auto theft and fencing operations in the county, as well as internet crimes.

The success of these A.T.P.A. funded programs is demonstrated by the auto theft rate for Macomb County, which has declined in excess of 55% since the inception of these programs in 1986.

Justice & Public Safety Committee  
April 23, 2008  
Page Two

The proposed budget for the project is:

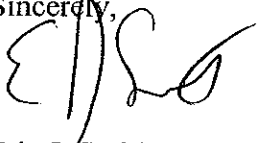
Principal Trial Lawyer salary and wages	\$103,693.00
Fringe Benefits	\$45,097.00
Total	\$148,790

The project requires a county match of \$59,516.00 representing 40% of the projected budget.

The grant application is due May 16, 2008. Following your consideration of this matter, please forward the matter to the Budget Committee and the Board for their consideration.

The application and accompanying materials have been included for your consideration.

Sincerely,



Eric J. Smith  
Prosecuting Attorney  
Macomb County, Michigan

EJS:mc

Enclosures



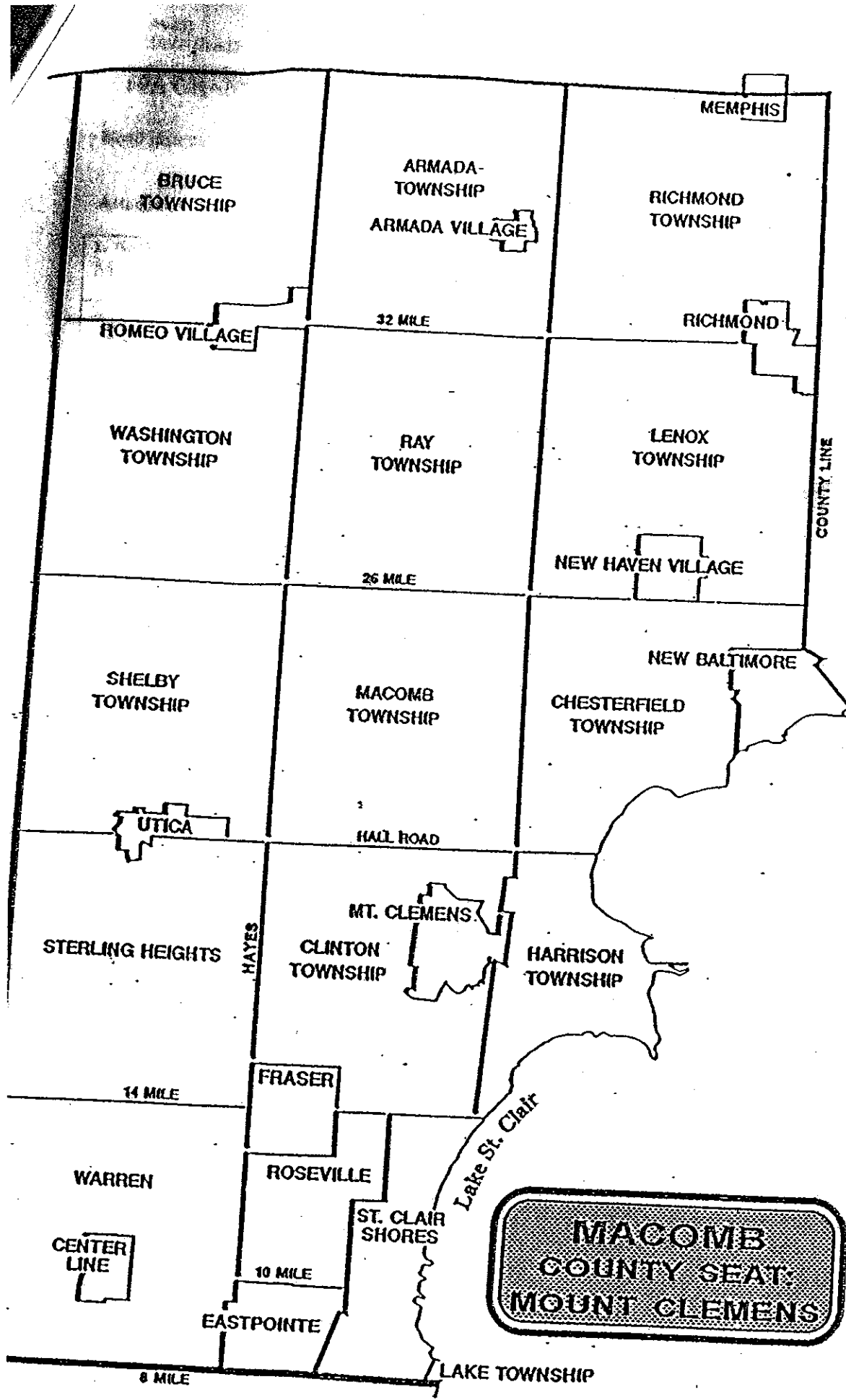
## MACOMB COUNTY

PROSECUTING ATTORNEY-AUTO THEFT PROSECUTION  
JANUARY-SEPTEMBER 2008 VS OCTOBER 08-SEPTEMBER 09

	2008 BUDGET	Annualized 2008 BUDGET	2008/09 BUDGET	CHANGE INCREASE
PERSONNEL-ONE POSITION				
PRINCIPAL TRAIL LAWYER	77,221	102,961	103,693	732
FRINGE BENEFITS	37,747	50,329	45,097	(5,232)
TOTAL	114,968	153,291	148,790	(4,500)

### SOURCE OF FUNDING:

STATE OF MICHIGAN	80,434	107,245	80,704	54%	(26,542)
MACOMB COUNTY	34,534	46,045	68,086		22,041
TOTAL	114,968	153,291	148,790		(4,500)



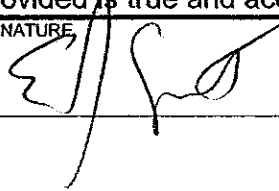
**COUNTY**

**MACOMB  
COUNTY SEAT:  
MOUNT CLEMENS**

## ATPA GRANT APPLICATION – PAGE 1

Read instructions first before completing form.  
Attach extra pages when more space is needed.

<b>FOR ATPA USE ONLY</b>
PROJECT NUMBER

1. NAME OF APPLICANT ORGANIZATION Macomb County Prosecutor's Office		2. FEDERAL ID NUMBER 38-6004868	
3. MAILING ADDRESS One South Main., Mount Clemens, Michigan 48043			
4. NAME OF GOVERNMENT UNIT (If Applicable) Auto Theft Prosecution Unit		5. TYPE OF GOVERNMENT UNIT <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Other:	
6. ADDRESS One South Main., Mount Clemens, Michigan 48043			
7. PROJECT TITLE Auto Theft Prevention Unit		8. BEGINNING DATE OF GRANT October 1, 2008	9. ENDING DATE OF GRANT September 30, 2009
10. PROJECT AREA (City/Township/County) Macomb County			
11. ALL AGENCIES PARTICIPATING IN THE PROJECT (If Cooperative Effort) N/A			
The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the Automobile Theft Prevention Authority, and the grant conditions as outlined on pages 5 through 7. We certify that all information provided is true and accurate.			
12. TYPED NAME AND TITLE OF PROJECT DIRECTOR Eric J. Smith, Prosecuting Attorney		SIGNATURE 	
BUSINESS ADDRESS One South Main., Mount Clemens, Michigan 48043			
PHONE NUMBER ( ) (586) 469-5350	FAX NUMBER ( ) (586) 469-7335	E-MAIL ADDRESS	DATE SIGNED 4/24/08

Submit an original and three copies of application (pages 1 - 7) and all required documentation to:

AUTOMOBILE THEFT PREVENTION AUTHORITY  
714 S. HARRISON ROAD  
EAST LANSING, MICHIGAN 48823  
For assistance, call (517) 336-6197

AUTHORITY:	1992 PA 174
COMPLIANCE:	Voluntary, but a grant will not be approved unless complete form is submitted.

## ATPA GRANT APPLICATION – PAGE 2

### 13. DESCRIPTION OF PROJECT (Briefly Describe The Problems And The Procedures To Be Implemented)

The Macomb County Prosecutor's Office is proposing the continuation of funding for an Assistant Prosecuting Attorney whose sole responsibility would be the prosecution of serious auto theft related crimes. This individual would vertically prosecute offenders from providing legal advice during the initial investigation, warrant authorization, preliminary examination, circuit court arraignment and pre-trial, motion, trial or plea, and sentencing. The Assistant Prosecutor will represent law enforcement agencies in civil forfeiture actions against those involved in the operation of a chop shop.

This individual would act as a legal advisor to the Macomb Auto Theft Squad (M.A.T.S.), Michigan State Auto Theft Unit and local law enforcement agencies on such matters as search warrants, the development of proofs in complicated conspiracy and insurance fraud cases, and seizure of property under current forfeiture law. The auto theft prosecutor is available to all law enforcement agencies on a 24-hour basis via cell phone. This individual will be available to meet with M.A.T.S. personnel as needed.

Currently insurance fraud and "key code" thefts are two areas of concern in Macomb County. Insurance Fraud cases have increased by nearly 100% since 2005. The Macomb County Prosecutor's Office will continue to vigorously prosecute these cases and make the public aware of the ramifications of filing false claims or using false insurance certificates. These cases by their very nature are legally and factually complex and require the attention of a prosecutor who is solely dedicated to prosecuting auto theft crimes.

Key code theft is a recent trend in auto theft. Thieves target a particular vehicle for theft. They then present false ownership document to a car dealer to obtain a key code for that vehicle. The code is used to cut a duplicate key. The targeted vehicle is then stolen using this key. This vehicle is then retagged and sold to an unsuspecting victim.

These cases are likewise complex involving several layers of thieves from those who create fraudulent ownership documents, to those who obtain the key codes, those who steal the vehicles, those who "retag" the stolen vehicle, those who destroy the donor vehicle, and those who ultimately sell it.

Since late 2006 we have prosecuted three separate key code theft rings in Macomb County. The Macomb County Prosecutor's Office has worked and will continue to work closely with Macomb Auto Theft Squad and the automotive industry to bring justice to these thieves. A full time auto theft prosecutor better serves the successful prosecution of these cases, than one who may not have the time to fully understand the complex nature of these cases.

In 2008, we saw an increase in the number of fraudulent purchases and fraudulent leasing of high-end vehicles. Vehicles are purchased using stolen identities, by giving false information on credit applications and by enlisting unwitting individuals with good credit to buy the vehicles. Typically, thieves "wash" the titles by fraudulently removing the leinholder and then obtain what

appears to be a clear title. These vehicles are then sold to unsuspecting victims who are unaware of the existence of a leinholder. We are seeing many variations of this type of crime and as vehicles become more difficult to steal thanks to anti-theft systems, we will continue to see an up-tick in vehicles obtained by fraud. These cases are ususally quite complex and require full time auto theft investigators and prosecutors. The Macomb County Prosecutors Office will continue to be vigilant in prosecuting these cases.

### ATPA GRANT APPLICATION – PAGE 3

#### 14. MEASURABLE OBJECTIVES

- 1) Provide full-time access to the judicial system for ATPA funded auto theft units in your area and provide them a regular opportunity to informally discuss cases and legal issues.
- 2) Vertically prosecute all selected auto theft related cases.
- 3) Maintain a policy of only plea-bargaining when absolutely necessary.
- 4) Achieve an overall conviction rate of 80%.
- 5) Achieve a trial conviction rate of 70%.
- 6) Strive for maximum sentence lengths for defendants.
- 7) Maintain reliable financial and performance records for the project.

#### 15. EVALUATION CRITERIA (What Data Will Be Supplied To The ATPA?)

##### CASE INTAKE

- 1) Number of cases initiated.
- 2) Number of preliminary exams held.
- 3) Number of preliminary exams waived.

##### DISPOSITIONS

- 4) Number of cases disposed of at pre-trial.
- 5) Number of defendants who pled guilty to original charge.
- 6) Number of defendants who pled guilty to lesser included charge.
- 7) Number of plea bargain dismissals.
- 8) Number of other dismissals.
- 9) Number of cases disposed by trial (judge/jury).
- 10) Number of defendants convicted on original charge.
- 11) Number of defendants convicted on reduced charge.
- 12) Number of defendants incarcerated.
- 13) Number of defendants fined/placed on probation.

- 14) Amount of restitution.
- 15) Number of defendants convicted on insurance fraud.
- 16) Number of meetings with ATPA funded units.

16. BUDGET

A. TOTAL COST FOR SWORN EMPLOYEES \$ 148,790

(Attach Detailed Listing Of Costs—See Attached Sample Documentation)

B. TOTAL COST FOR OTHER EMPLOYEES \$ N/A

(See Attached Sample Documentation)

C. TOTAL COST FOR VEHICLES \$ N/A

(See Attached Sample Documentation)

D. TOTAL COST FOR OFFICE OPERATIONS \$ N/A

(See Attached Sample Documentation)

E. TOTAL COST FOR FIELD OPERATIONS \$ N/A

(See Attached Sample Documentation)

F. TOTAL COST FOR OTHER EXPENSES \$ N/A

(See Attached Sample Documentation)

TOTAL BUDGET \$ 148,790

ATPA SHARE	60%	\$ 89,274
*NON-ATPA SHARE	40%	\$ 59,516

\*NON-PROFIT AGENCIES DO NOT REQUIRE MATCHING FUNDS



**ATPA GRANT APPLICATION-PAGE 4A  
MICHIGAN AUTOMOBILE THEFT PREVENTION AUTHORITY  
BUDGET DETAIL**

**SWORN EMPLOYEES**

**SALARIE & WAGES**

Principal Trial Lawyer.....103,693  
Employee Benefits.....45,097

**TOTAL SWORN EMPLOYEES.....148,790**

**OTHER EMPLOYEES**

Salaries & Wages:.....N/A

**VEHICLE USAGE**

Vehicle Lease/Purchase.....0  
**TOTAL VEHICLE.....0**

**FIELD OPERATIONS**

Investigative Supplies.....0  
Pager Rental.....0  
**TOTAL FIELD OPERATIONS.....0**

**OFFICE OPERATIONS**

Phone Usage.....0  
Supplies.....0  
**TOTAL OFFICE OPERATIONS.....0**

**GRAND TOTAL.....148,790**

## **ATPA GRANT APPLICATION CONDITIONS – PAGE 5**

### **GRANT CONDITIONS**

#### **1. DURATION OF GRANT**

The grantee understands that projects may be planned over a period of years; however, each project will be approved by ATPA on a yearly basis. The grantee must submit another application if it wishes to continue the project beyond the initial grant period. The ATPA will base approval of renewal application on the grantee's reports of prior accomplishments.

#### **2. IMPLEMENTATION OF PROJECT**

The grantee agrees to implement this project within ninety days following the grant award effective date or be subject to automatic cancellation of the grant.

#### **3. PROJECT MODIFICATION (MSP EX-34)**

- A. The grantee agrees not to make any modification of the approved budget, including the participating agencies, program, or budget without the prior written approval of the ATPA.
  - (1) Project revisions must be submitted to the ATPA at least 30 days in advance of the need for the change.
- B. The grantee agrees to provide the ATPA with written notification of changes in project director/financial officer and grant funded personnel.

#### **4. EXPENDITURES**

- A. The grantee understands and agrees that all expenditures from the grant will:
  - (1) Be necessary for proper and efficient administration of the project and be allowable thereto under the principles and standards provided herein.
  - (2) Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
  - (3) Not result in a profit to the grantee or governmental unit.
  - (4) Be incurred on or after the date of authorization to proceed or the first day of the grant period, whichever is later, and on or before the end of the grant period.
  - (5) Be reduced by all applicable credits.
  - (6) Be adequately supported by source documentation.
- C. The grantee agrees to use the approved purchasing practices and bid procedures required by the applicable community, agency, or organization for expenditures involving project activity.
- D. The grantee agrees to maintain accounting records following generally accepted accounting procedures for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
- E. The grantee understands that all state agency projects must have a legislative budget appropriation in order to accept ATPA funds.
- F. The grantee agrees to maintain all documentation for costs incurred for a three-year period following the final payment for the project.

## **ATPA GRANT APPLICATION CONDITIONS – PAGE 6**

### **GRANT CONDITIONS (Continued)**

#### **5. EQUIPMENT**

- A. The grantee understands that "equipment" is generally defined as any non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit. Items with a useful life of more than one year, but with an acquisition cost of less than \$500, will not be considered equipment for purposes of this grant. Any equipment purchased through a grant to a state agency must also adhere to all state equipment control procedures.
- B. The grantee agrees that all equipment purchased under the grant will be used continually for automobile theft prevention purposes, not only during the period of the grant but for the entire useful life of the equipment.

#### **6. RELEASE OF FUNDS**

Generally, payments to governmental agencies will be made on a reimbursement basis and to non-profit agencies on an advance basis, providing the grantee is in compliance with all terms and conditions of the grant.

#### **7. RETURN OF UNEXPENDED FUNDS**

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check should be made payable to the "State of Michigan."

#### **8. PROGRAM REVENUES**

Any funds received or granted as a result of auto theft activities shall be used to enhance currently funded and/or future auto theft prevention programs. Funds received includes, but is not limited to, forfeiture of cash and receipts from sale of property. If the project is terminated, the unexpended revenues shall be promptly returned to the ATPA.

#### **9. AUDIT AND REVIEW**

- A. The grantee agrees to allow the ATPA and the State Auditor General and any of their duly authorized representatives access, for purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this project. The ATPA will conduct periodic audits of the grant to ensure the grant money has been spent in accordance with 1992 PA 174, the policies of the authority, and this contract.
- B. The ATPA will conduct periodic program reviews of the project. The purpose of these reviews will be to determine adherence to stated project goals and to review progress of the project in meeting its objectives.
- C. The grantee agrees to submit quarterly reports, progress and financial. The grantee understands that failure to submit any required reports may result in the termination of the grant.

#### **10. GRANT TERMINATION**

The grantee understands that this grant may be terminated if the ATPA concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The ATPA will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

#### **11. TRAVEL**

The grantee agrees to notify the ATPA in advance of any out-of-state travel except for casual travel of less than 24 hours.

#### **12. ORIENTATION MEETING**

The grantee agrees to attend an orientation meeting when scheduled. Any additional requirements made at that time will become a condition of the grant.

**ATPA GRANT APPLICATION CONDITIONS – PAGE 7**  
**GRANT CONDITIONS (Continued)**

**13. REPORTING REQUIREMENTS**

All grantees must submit quarterly performance activity (progress) reports and expenditure (financial) reports which are due one month after the end of a quarter. The schedule is listed below: (Both reports must be received prior to ATPA reimbursement.)

REPORTS	REPORTING PERIOD	DUE DATES
Progress & Financial Reports (EX-37 & EX-36)	10/1 to 12/31	1/31
Progress & Financial Reports (EX-37 & EX-36)	1/1 to 3/31	4/30
Progress & Financial Reports (EX-37 & EX-36)	4/1 to 6/30	7/31
Progress & Financial Reports (EX-37 & EX-36)	7/1 to 9/30	10/31

RESOLUTION NO. \_\_\_\_\_

FULL BOARD MEETING DATE: 5-16-2008

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Concur in the request of the Macomb County Sheriff's Office and approve the renewal of the Macomb Auto Theft Squad Grant for 2009, requiring a County match of \$199,318 and forward to the Budge Committee for their approval.

INTRODUCED BY: Commissioner Keith Rengert

COMMITTEE/MEETING DATE

JPS / May 5, 2008

Budget

5-13-08

Approved



# MARK A. HACKEL

## OFFICE OF THE SHERIFF

Kent B. Lagerquist  
UNDERSHERIFF

TO: Commissioner Keith Rengert  
Justice and Public Safety Chairperson

FROM: Sheriff Mark A. Hackel

Date: April 25, 2008

Re: JPS Agenda – May 5, 2008

Please consider this my request to be placed on the Agenda for the May 5, 2008 Justice and Public Safety Committee Meeting.

I am requesting the Board to concur in the Macomb County Sheriff's Office request to approve renewal of the Macomb Auto Theft Squad (MATS) grant for October 1, 2008 through September 30, 2009, requiring a County match of \$199,318 and forward to the Budget Committee for approval.

Thank you in advance for your consider in this matter. If you have any questions or concerns regarding this matter, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark A. Hackel". The signature is written in a cursive, flowing style.


Sheriff Mark A. Hackel

## ATPA GRANT APPLICATION – PAGE 1

Read instructions first before completing form.  
Attach extra pages when more space is needed.

### FOR ATPA USE ONLY

PROJECT NUMBER

1. NAME OF APPLICANT ORGANIZATION MACOMB COUNTY SHERIFF'S OFFICE		2. FEDERAL ID NUMBER 38-6004868	
3. MAILING ADDRESS 43565 Elizabeth Road, Mount Clemens, MI 48043			
4. NAME OF GOVERNMENT UNIT (If Applicable) COUNTY OF MACOMB		5. TYPE OF GOVERNMENT UNIT <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Other:	
6. ADDRESS 10 North Main, Mount Clemens, MI 48043			
7. PROJECT TITLE MACOMB AUTO THEFT SQUAD		8. BEGINNING DATE OF GRANT October 1, 2008	9. ENDING DATE OF GRANT September 30, 2009
10. PROJECT AREA (City/Township/County) Counties of Macomb, St. Clair, Sanilac, Lapeer, Huron and Tuscola			
11. ALL AGENCIES PARTICIPATING IN THE PROJECT (If Cooperative Effort)  Clinton Township Police Department Eastpointe Police Department Macomb County Sheriff's Office Michigan State Police St. Clair Shores Police Department Sterling Heights Police Department Warren Police Department			
The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the Automobile Theft Prevention Authority, and the grant conditions as outlined on pages 5 through 7. We certify that all information provided is true and accurate.			
12. TYPED NAME AND TITLE OF PROJECT DIRECTOR JOHN ROBERTS, CAPTAIN		SIGNATURE 	
BUSINESS ADDRESS 43565 Elizabeth Road, Mount Clemens, MI 48043			
PHONE NUMBER ( ) 586-307-9339	FAX NUMBER ( ) 586-469-6844	E-MAIL ADDRESS john.roberts@macombcountymi.gov	DATE SIGNED 4-25-08

Submit an original and three copies of application (pages 1 - 7) and all required documentation to:

AUTOMOBILE THEFT PREVENTION AUTHORITY  
714 S. HARRISON ROAD  
EAST LANSING, MICHIGAN 48823  
For assistance, call (517) 336-6197

AUTHORITY:	1992 PA 174
COMPLIANCE:	Voluntary, but a grant will not be approved unless complete form is submitted.

## ATPA GRANT APPLICATION – PAGE 2

### 13. DESCRIPTION OF PROJECT (Briefly Describe The Problems And The Procedures To Be Implemented)

Auto theft and its related criminal activities is identified as a multi-jurisdictional problem and requires a cooperative effort. The time, specialized training and personnel required for the successful investigation and prosecution of auto theft and its related activities (i.e. chop shops, insurance frauds, illegal salvage parts/dealers, title fraud), is not typically available from individual police agencies. A specialized task force, manned by officers from several law enforcement agencies throughout the County, is an efficient and effective way to monitor and combat auto theft activity. Task force officers are specially trained in auto theft investigations and vehicle identification. They are sought out by local agencies to examine and identify impounded vehicles that are suspected of being stolen, as well as for guidance with complex investigations. In addition, task force officers provide training to road patrol officers on methods to detect stolen vehicles.

Law enforcement agencies from Macomb's three largest communities, Warren, Sterling Heights and Clinton Township, as well as the Cities of Eastpointe and St. Clair Shores, participate in the Macomb Auto Theft Squad. In addition, the Michigan State Police and the Macomb County Sheriff's Office have dedicated personnel to the Squad. Most of the communities in the northern half of Macomb County do not have their own police departments and rely on the Sheriff's Office and the State Police for police services. Several years ago, the Blue Water Auto Theft Unit and MATS were combined and we monitor and assist with theft activity in Huron, Lapeer, Sanilac, Tuscola and St. Clair Counties as well.

The following problems and resolutions represent the most current auto theft trends seen in our area.

#### **PROBLEM – VEHICLE THEFTS**

From 2004 through 2006, vehicle thefts increased 37% in Macomb County. Many experts cite similar reasons for the heightened theft activity. Michigan's diminishing economy seems to be one common factor. Another is the abundance of highly sought-after vehicles without factory-installed anti-theft devices, being driven by Macomb's thousands of auto workers as the result of enticing employee incentive lease programs. The tires, wheels, radios, airbags and tailgates from these easy-to-steal vehicles were hot commodities for resale to shady auto parts stores and junk yards. Lastly, Macomb has experienced tremendous growth that has resulted in the addition of scores of parking lots with the capacity for thousands of unattended cars. Vehicles stolen in Macomb are almost always recovered outside of our jurisdiction and many are abandoned in the City of Detroit after they have been stripped of the parts for which they were stolen.

Michigan's Uniform Crime Report for 2007 will not be published until next fall, however, MATS is predicting a decrease in vehicle thefts in Macomb County for the first time in several years. Our largest municipality, the City of Warren, reports a 27% decrease in vehicle thefts in 2007 as compared to 2006. Over the years, theft patterns in Warren have reflected a similar pattern for the entire County. If this holds true, it will be Macomb's first decrease in three years and will confirm that the policies and procedures described in this application have been effective in our struggle to regain control in the battle against auto theft.

The southern half of Macomb County is home to the GM Technical Center, automobile manufacturing plants, automobile suppliers and many industrial complexes, all easily accessible from I-696. On the east side, Interstate 94 runs through Macomb from the Wayne County border to the St. Clair County border. At almost any given exit along the entire stretch of I-94, you will find business complexes with parking spaces galore. To the west, the M-53 bypass that runs from Sterling Heights north through Romeo and has been upgraded to a freeway with its major interchange at M-59, where again one can find a variety of huge shopping complexes, hotels and businesses.



## Page 2A – DESCRIPTION OF PROJECT

Highway M-59, which runs east/west through the center of Macomb County, has changed significantly in that it is now a six to eight lane divided highway and home to hundreds of businesses including car dealerships, Lakeside Mall, two Walmart Super Centers, Meijer's, movie theatres, restaurants, banks, doctor's offices, strip malls and the William Beaumont Hospital complex. The new Partridge Creek Mall opened in the fall of 2007 with a parking capacity of over 35,000 vehicles. The I-94 interchange is the future home of a convention center surrounded by hotels and restaurants as well as an IKEA store, slated to open in the spring of 2009.

All of these vast and inviting parking lots are easily accessible to the Interstate highways and provide auto thieves with quick and convenient escape from law enforcement.

In the State of Michigan, unlawfully driving away an automobile is a five year felony.

## PROCEDURES TO RESOLVE THE PROBLEM

### Monitor theft and recovery activity

Each officer assigned to MATS monitors the theft activity in their respective jurisdictions by reviewing every theft reported to their agency. Crime Mapping is utilized to map and track the locations of the thefts and an electronic spread sheet is maintained to monitor the activity for common denominators or patterns of theft. Documenting the day of the week, the time of day, the locations and even the types of vehicles stolen assists the investigator in developing "target" areas. When an area is being hard hit with thefts or a pattern of theft is developed, the investigator brings the information to the attention of a supervisor. The data is reviewed to determine if surveillance of the area is warranted. If the investigator has developed a reasonable degree of likeliness that thefts will occur in a target area, a plan of action is implemented and surveillance is initiated in an attempt to catch the thieves. To plausibly conduct surveillance of a target area will usually require the participation of the entire squad and the cooperation of the local law enforcement agency that governs the area. Also, it is not uncommon to call upon the assistance of other auto theft teams for support.

Agencies without an officer assigned to the squad will call upon MATS when they are experiencing an unusually high number of thefts. A MATS investigator then coordinates efforts with that local agency and the procedure is similar to that as described above.

MATS investigators also monitor recovery activity – that is, where the vehicles stolen in our area are being recovered. When investigators notice that stolen vehicles are being recovered in close proximity to each other, action is taken, that being either surveillance of the area or periodic sweeps of the area to recover the vehicles before they sustain major damage. Keep in mind that close proximity is usually an area of many neighborhood blocks and the stolen vehicles are normally dumped at night. Whenever a case takes a MATS investigator to an area where stolen vehicles are known to be dumped, it is routine for he or she to look for vehicles with signs of theft that are parked on streets and alleys, or that are abandoned in yards and garages. Vehicles showing signs of theft (i.e. punched ignitions, damaged door/trunk locks, stripped of parts) are inquired on with the Law Enforcement Information Network. If the vehicle is stolen, a towing agency is summoned to take the vehicle to a safe place.

### Multi-Jurisdictional Joint Operations

Joint endeavors with neighboring agencies from Wayne and Oakland Counties to combat theft and apprehend individuals with auto theft-related warrants have proven successful. These joint efforts are organized by a host agency who calls upon the cooperation and participation of neighboring law enforcement agencies and auto theft teams. The participants are asked to provide personnel and equipment (i.e., radios, undercover police officers and vehicles, uniform police officers

## PAGE 2B -- DESCRIPTION OF PROJECT

and vehicles). A plan of action is formed which may result in a police saturation of a specific area that has been experiencing a high number of thefts or where stolen vehicles are frequently recovered. Some of these joint efforts are scheduled for several days at a time while some have been conducted for a few weeks at a time. After stolen vehicles are being recovered and arrests are being made, the thieves realize the police presence and the theft is curtailed in that specific area, at least for a while. MATS and the Macomb County Sheriff's Office have provided personnel and equipment to every effort organized thus far, and we will continue to pledge our support to future cooperative operations.

At the time of this writing, MATS is preparing to host and participate in a joint endeavor called the ICE Auto Theft Initiative which will occur over a three-day period. During this particular effort, MATS officers will join forces with other auto theft teams in an undercover capacity to conduct surveillance and patrol in the areas experiencing a high volume of auto theft related activity. Officers will also locate and arrest those persons with outstanding auto theft-related felony warrants and assist the Michigan Department of Corrections in conducting compliance checks on parolees convicted of auto theft-related crimes. This action may deter these parolees from getting re-involved in auto theft activities by letting them know that law enforcement is aware of their presence in the community.

Networking with ATPA auto theft task forces and other law enforcement agencies is instrumental in tracking auto theft activity. MATS investigators regularly attend "exchange" meetings to share information on auto theft activity in our area with other auto theft investigators and detectives. This exchange of information is useful in developing suspects, uncovering theft and recovery areas and similar theft trends.

### Crime Prevention

To provide our citizens with the tools necessary to protect themselves from crime, MATS integrates itself into the community by speaking to organizations such as the Kiwanis Club, church groups, senior citizen groups and youth organizations. Citizens are instructed on methods to keep their vehicles safe from theft. MATS also participates in local crime prevention programs at area malls and community events and promotes the HEAT (Help Eliminate Auto Theft) Tip program.

### Training Police Officers

There are new, energetic recruits beginning their careers in law enforcement every day and it is important that these officers have the knowledge to detect indicators that a vehicle may be stolen. These are not always the conventional indicators, that being a punched out ignition or damaged steering column. MATS investigators offer instruction on how to detect stolen vehicles that have disguised or altered identities and to detect fraudulent vehicle documents such as operator licenses, registrations, titles and insurance certificates. In addition, it is important that patrol officers are trained to recognize the signs of a false theft report. MATS investigators coordinate training efforts with our local agencies and have even been found teaching on the midnight shift. Our goal is to keep our police officers, whether new recruits or veterans, in pace with the latest methods and current trends in auto theft. Commonly, after a MATS training session, there is an increase of suspicious vehicles impounded for MATS inspections as the road officers become more confident and educated.

To effectively train other law enforcement officers, MATS investigators must keep up with current auto theft trends themselves. In a court of law, the testimony of a MATS investigator is considered "expert" testimony when it comes to auto theft techniques. To maintain this standard of excellence, MATS supervisors stress continuing education by scheduling the investigators for attendance at attainable training seminars. Most recently, the MATS staff attended the Spring training session of the Michigan Association of Vehicle Theft Investigators (MAVTI) held in Macomb County. Several MATS investigators will attend the North Central Regional Chapter of the International Auto Theft Investigators conference, a three-day training conference instructed by

## **PAGE 2C – DESCRIPTION OF PROJECT**

experts in the fields of vehicle identification and the latest technology being utilized by auto thieves as well as by the investigators who try to catch them.

### **Help Eliminate Auto Theft (HEAT) Program**

This program offers a monetary award to anyone who provides information leading to the arrest of persons who commit auto theft, insurance fraud or any other auto-theft related crimes. MATS distributes HEAT displays and information in the lobbies of local collision shops and tow companies, as well as places where mechanical work is performed, seeking out tips that will lead to the identity of persons committing fraud or other auto theft crimes.

### **PROBLEM - INSURANCE FRAUD**

It wasn't long ago that vehicle manufacturers offered lucrative incentives of 0% financing and generous rebates to enhance the sales of their larger SUVs and trucks. Many people took advantage of these offers. As Michigan's economy sours and gas prices soar, scores of our residents' financial futures are crumbling as they either become unemployed or their means of support dwindle. Macomb County residents have been affected especially hard as many work for either automobile manufacturers or suppliers. No longer able to afford a hefty car payment and unable to unload these gas guzzler vehicles by conventional means, normally law-abiding citizens are turning to a criminal method of ridding themselves of the payment, that being Insurance Fraud.

In the State of Michigan, insurance fraud is a five to ten year felony. Filing a false police report of a vehicle theft is a four year felony.

### **PROCEDURE TO RESOLVE THE PROBLEM**

Most often, committing insurance fraud involves more than one individual. And, more often than not, the vehicles are either hidden until the insurance claim is paid or they are burned in an attempt to conceal the vehicle's identity and/or evidence of the fraud. Many insurance fraud cases are circumstantial in nature and will not meet the level of proof required by the Prosecutor to issue a warrant, especially when the vehicle is not recovered. As frustrating as that may be, MATS continues to scrutinize as many theft reports as possible for indicators of fraud.

These labor-intensive, complex investigations require a cooperative effort between the auto theft investigator, the insurance investigator, forensic locksmiths, financial institutions and the Prosecutor's Office. All vehicle thefts reported to our larger cities are reviewed by MATS personnel for indications of fraud. Our smaller jurisdictions forward their suspicious reports to MATS for our scrutiny. In addition, we query the database in the Law Enforcement Information Network that lists the last fifty vehicles reported stolen in our County. If a report is deemed suspicious, the insurance company is advised. From that point, the investigators from MATS and the insurance industry work together to coordinate an investigation that will result in the issuance of a warrant and the denial of the fraudulent claim. Quite often the MATS office is called upon by an insurance investigator who suspects a claim is fraudulent and the same procedure is followed.

### **Stolen Vehicle Information Forms**

One effort to collect as much evidence as possible to assist the Prosecuting Attorney with insurance fraud and false felony report cases was the creation of the Stolen Vehicle Information Form. Macomb County Sheriff's Deputies have been handing out these forms since 2004 to individuals reporting their vehicle stolen. After completing the form, the reporting party affixes their signature to the form indicating they have supplied true information to the best of their knowledge. The questions were designed not only to assist an investigator in detecting indicators

## PAGE 2D – DESCRIPTION OF PROJECT

that the vehicle owner was not being truthful in his/her statements regarding the theft, but to also provide the Prosecuting Attorney with additional evidence in court if it was believed that the person was committing fraud. During interviews of vehicle owners, investigators often catch them contradicting their verbal statements to the written answers to the questions on the Stolen Vehicle Information form.

In March of 2008, the Sterling Heights Police Department agreed to integrate this form into their vehicle theft reports. MATS is approaching all of our local agencies asking for their cooperation in including the form as part of their theft reports as well. The Help Eliminate Auto Theft (HEAT) Program has recognized the significance of this form and has recently made it available to other law enforcement agencies and task forces throughout Metro Detroit.

### PROBLEM – RETAGGED STOLEN VEHICLES

Investigators believe that thousands of vehicles are being driven on Michigan roadways with altered or concealed vehicle identification numbers. Vehicles with altered or concealed identification numbers **are usually stolen vehicles**. When a police officer stops a vehicle with a questionable identity, the vehicle is confiscated and held for safekeeping until such time that its true identity can be determined. In most cases, identifying the vehicle requires the expertise of an auto theft investigator trained in vehicle identification. In their attempt to conceal the fact that the vehicle is stolen, auto thieves remove the identification labels from the stolen cars. The labels include the public vehicle identification (VIN) plate affixed to the dash, the federal certification sticker affixed to the door, the paint code label, seat belt tags and Mylar stickers. Veteran thieves will also deface the identification numbers that are etched into the metal frame of the vehicle or into the engine and transmission. Then, the thief retags the vehicle, meaning that he replaces the VIN labels with those from a similar-type vehicle that is no longer being driven and is not a stolen vehicle (such as a vehicle that was severely damaged in a car crash and was purchased at an auction with a title). These actions are done for the sole purpose of concealing the stolen vehicle from law enforcement. Many of these stolen/retagged vehicles are then sold to unsuspecting buyers while others are kept and driven by the thief.

In the State of Michigan, concealing the identity of a motor vehicle, whether stolen or not, is a four-year felony. Possession of a stolen vehicle is a five to ten year felony.

### PROCEDURES TO RESOLVE THE PROBLEM

MATS investigators are trained in vehicle identification and are deemed experts in vehicle identification in a court of law. When a police officer impounds a vehicle for identification, MATS is notified by that particular police department that the vehicle was impounded and requires an inspection by a MATS investigator. The MATS investigator examines and identifies the vehicle in question. If the vehicle is deemed to be a stolen vehicle, the investigation to identify the individual responsible for the theft and identity concealment of the vehicle is turned over to MATS investigators. Once the person(s) responsible for retagging and/or stealing the vehicle is identified, MATS presents the facts of the case to the Prosecuting Attorney for issuance of a warrant.

The Macomb Auto Theft Squad is frequently called upon by the Department of Homeland Security and U.S. Customs to identify suspicious vehicles crossing the border into the United States at the Blue Water Bridge in Port Huron.

## **PAGE 2E – DESCRIPTION OF PROJECT**

### **PROBLEM – CATALYTIC CONVERTER THEFTS**

Recently, the entire Metropolitan Detroit Area is experiencing a new type of vehicle-related crime, that being the thefts of catalytic converters, and Macomb County is no exception. Thieves have realized that valuable metals such as rhodium, platinum and palladium are contained within a catalytic converter. The converters are stolen from vehicles and sold at scrap yards for about \$100, but they can cost up to \$1500 to replace. Thieves use cordless saws to cut the converters from the vehicles and are able to do so in a matter of minutes. These thefts occur sporadically from one location to another, often in parking lots where numerous converters can be stolen in one stop and in a short period of time.

#### **PROCEDURE TO RESOLVE THE PROBLEM**

Catalytic converters are not marked with any identifying numbers to assist in tracing them to the vehicle they were stolen from. Thus, it is difficult if not impossible to prove a converter is stolen as we are unable to identify a victim. Recently, three subjects were arrested in Macomb County with a trunk load of sawed off converters. All three pled guilty to Larceny and Conspiracy. This was accomplished after the MATS investigator gathered all of the converter theft reports in our area that had occurred twenty-four hours prior to the arrests. The investigator was able to match one of the converters found in the trunk to a vehicle in one of the theft reports. Photographs of the saw marks on both the vehicle and cut-off converter were taken to the Crime Lab where forensic scientists determined that the saw marks matched perfectly on the vehicle and the converter. Time consuming and tedious as it may have been, it was the only way that these three subjects would be formally charged and convicted.

Law enforcement and state officials are attempting to improve the regulation of scrap yards to require them to record detailed documentation of a converter purchase. Automobile manufacturers have indicated they are exploring avenues to mark the converters with identifying numbers that will match them to a specific vehicle as well. Senate Bill 1193, introduced in March 2008, adds catalytic converters to the "Larceny from Auto" statute as currently there is no specific section of law to deal with this type of theft. For now, the most effective deterrent seems to be increased police patrol.

### **PROBLEM – FRAUDULENT VEHICLE PURCHASES**

In 2007, MATS received more complaints of fraudulent vehicle purchases than any previous year. There is one motive for this type of crime – greed. In one case scenario, the thief purchases a vehicle from a dealership. Once he gets the title, he presents a forged or fraudulent bank document showing a release of the lien on the vehicle to the Secretary of State. He then applies for a duplicate title that shows no lien holder (this is commonly referred to as a clean title). The thief then takes the vehicle and the clean title to a dealership and trades it in for another vehicle. The dealership issues a check to the thief for the value of the trade-in. Several days after the deal is complete, the dealership learns there is still a bank lien on the trade-in vehicle. The bank or finance company legally owns the car and the dealership is out the money. When or if the vehicle is recovered, it is returned to its rightful owner, that being the finance company.

#### **PROCEDURES TO RESOLVE THE PROBLEM**

The most effective method to deter this type of activity is simply public awareness. MATS, in conjunction with the Michigan Dealer's Association, attempts to keep our dealerships apprised of the latest scams. Auto dealers must closely scrutinize every purchase, lease or trade-in that is presented to their business. Our experience has been that car salespersons are quick to complete a transaction without taking the time necessary to confirm all of the information being presented to them by the potential purchaser.

## ATPA GRANT APPLICATION – PAGE 3

### 14. MEASURABLE OBJECTIVES

The overall objective of MATS remains targeting commercial auto theft and its related crimes. Additionally, we will continue to share resources with other jurisdictions to combat theft regionally. In 2009, MATS will strive for the following goals:

1. To reduce the number of vehicles stolen in Macomb, St. Clair, Sanilac, Lapeer, Huron and Tuscola Counties.
2. To increase the number of arrests and warrants established in the 2008 grant year.
3. To continue to identify insurance fraud and chop shop cases.
4. To reduce the economic gain associated with auto theft by increasing the number of stolen vehicles and parts/equipment recovered.
5. To achieve a high rate of return on the investment of the ATPA monies by recovering at least 20 vehicles or parts/equipment per officer.
6. To recover the losses incurred by victims of auto theft related crimes in the form of restitution (i.e. insurance agencies, law enforcement agencies, citizens).
7. To assist and train law enforcement officers in the area of auto theft and its related criminal activities.

### 15. EVALUATION CRITERIA (What Data Will Be Supplied To The ATPA?)

1. The number of 14 point motor vehicle theft related arrests.
2. The number of 12 point motor vehicle theft related arrests.
3. The number of 10 point motor vehicle theft related arrests.
4. The number of 8 point motor vehicle theft related arrests.
5. The number of 6 point motor vehicle theft related arrests.
6. The number of 4 point motor vehicle theft related arrests.
7. The number of 2 point motor vehicle theft related arrests.
8. The number of passenger vehicles recovered.
9. The value of passenger vehicles recovered.
10. The number of other vehicles recovered.
11. The value of other vehicles recovered.
12. The number of parts recovery incidents.
13. The value of parts/equipment recovered.
14. The amount of money deposited into forfeiture.
15. The number of auto theft training sessions presented.

**ATPA GRANT APPLICATION – PAGE 4**

16. BUDGET

A. TOTAL COST FOR SWORN EMPLOYEES \$ 996,697  
(Attach Detailed Listing Of Costs--See Attached Sample Documentation)

B. TOTAL COST FOR OTHER EMPLOYEES \$ 57,393  
(See Attached Sample Documentation)

C. TOTAL COST FOR VEHICLES \$ 73,200  
(See Attached Sample Documentation)

D. TOTAL COST FOR OFFICE OPERATIONS \$ 34,700  
(See Attached Sample Documentation)

E. TOTAL COST FOR FIELD OPERATIONS \$ 6,600  
(See Attached Sample Documentation)

F. TOTAL COST FOR OTHER EXPENSES \$  
(See Attached Sample Documentation)

TOTAL BUDGET \$ 1,168,590

ATPA SHARE	60%	\$ 701,154
*NON-ATPA SHARE	40%	\$ 467,436

\*NON-PROFIT AGENCIES DO NOT REQUIRE MATCHING FUNDS

## MATS - 2008/09 Budget: Macomb Auto Theft Squad (MATS)

Total Sworn 996,697

MSP Officer -

### Other Employees

Wage 37,015

Longevity (not allowed)

Fica 2,295

Fica- Medicare 537

Pension 4,442

Medical 12,000

Dental 900

Life 75

Retiree Medical (not Allowed)

Workers Comp 44

LTD 85

Total Wages and Fringes 57,393

### Vehicles

Nine (9) leased from  
Macomb County 73,200

Total Vehicles 73,200

Equipment Rental 1,600 incl. LEIN access

Towing/Storage 3,000

Investigative supplies 2,000

Field Operations 6,600

Phone Usage 12,000

Office Supplies 2,000

Office Rental/Maint 19,200 \$1/mo x 1600 sq ft

Copier Maint/scanner 1,500

Office Operations 34,700

Bait Vehicle 0

Total Application 1,168,590



**MATS - 2008/09 Budget: Macomb Auto Theft Squad (MATS)**

### Allowed Personnel Costs

Community Rank Name	Lieutenant	Macomb Sergeant	Deputy	Detective East Pointe	Clinton Patrolman	Warren	St Clair Shores Detective	Sterling Heights Detective	MSP D/SGT 12	Total Sworn
Wages	81,702	73,768	58,732	61,571	65,936	74,560	68,482	66,674	72,976	551,425
Overtime	6,128	5,533	4,405	4,618	4,945	4,107	5,136	4,563	5,473	39,435
Shift Premium	100	100	100	75	0	0	2,200	0	0	2,575
Total Salary	87,930	79,401	63,236	66,264	70,881	78,667	75,818	71,238	78,449	593,435
Dental	900	900	900	1,067	IN HEALTH	893	in Health	394		5,053
FICA	6,727	6,074	4,838	5,069	5,422	0	1,099	1,033		30,262
Health	12,000	12,000	12,000	15,525	20,800	16,665	19,266	4,835		113,091
Life Insurance	75	75	75	125	IN HEALTH	125	in Health	174		649
Disability	202	183	145		683	496		503		2,212
Optical (in Health)										0
Pension	13,189	11,910	9,485	12,120	13,468	13,322	19,712	5,898		99,105
Unemployment										320
Workers Comp	1,585	1,431	1,139	1,453	1,418	883	1,413	699		320
Total Fringe	34,678	32,573	28,583	35,359	41,790	32,384	41,810	13,537	64,099	10,021
										Workers Comp
										260,714
Total Salary & Fringe	122,608	111,974	91,819	101,623	112,672	111,051	117,629	84,775	142,548	996,697

**MACOMB COUNTY**

Macomb Auto Theft Squad(MATS)-Auto Theft Prosecution  
January-September 2008 vs October 08 - September 09

**Sworn**

Personnel - 2008: 9 positions (3 County)  
2008/09: 9 positions (3 County)

	2008 Requested Budget	2008 Annualized Budget	2008/09 Requested Budget	Increase
Sworn Officers (Excluding MSP)	664,101	885,468	854,149	(31,319)
Michigan State Police	72,327	96,436	142,548	46,112
Other Employees (County)	46,543	62,057	57,393	(4,664)
Vehicles	43,875	58,500	73,200	14,700
Field Operations	4,950	6,600	6,600	-
Office Operations	25,900	34,533	34,700	167
Total Program Costs	<u>857,696</u>	<u>1,143,595</u>	<u>1,168,590</u>	<u>24,996</u>

**SOURCE OF FUNDING:**

State of Michigan	Grant	589,027	785,369	615,625	(169,744)
State of Michigan	Manpower	72,327	96,436	142,548	46,112
Macomb County		94,844	126,459	199,318	72,859
Other Municipalities		101,498	135,331	211,099	75,768
Total Program Costs		<u>857,696</u>	<u>1,143,595</u>	<u>1,168,590</u>	<u>24,995</u>

## **ATPA GRANT APPLICATION CONDITIONS – PAGE 5**

### **GRANT CONDITIONS**

#### **1. DURATION OF GRANT**

The grantee understands that projects may be planned over a period of years; however, each project will be approved by ATPA on a yearly basis. The grantee must submit another application if it wishes to continue the project beyond the initial grant period. The ATPA will base approval of renewal application on the grantee's reports of prior accomplishments.

#### **2. IMPLEMENTATION OF PROJECT**

The grantee agrees to implement this project within ninety days following the grant award effective date or be subject to automatic cancellation of the grant.

#### **3. PROJECT MODIFICATION (MSP EX-34)**

A. The grantee agrees not to make any modification of the approved budget, including the participating agencies, program, or budget without the prior written approval of the ATPA.

(1) Project revisions must be submitted to the ATPA at least 30 days in advance of the need for the change.

B. The grantee agrees to provide the ATPA with written notification of changes in project director/financial officer and grant funded personnel.

#### **4. EXPENDITURES**

A. The grantee understands and agrees that all expenditures from the grant will:

(1) Be necessary for proper and efficient administration of the project and be allowable thereto under the principles and standards provided herein.

(2) Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.

(3) Not result in a profit to the grantee or governmental unit.

(4) Be incurred on or after the date of authorization to proceed or the first day of the grant period, whichever is later, and on or before the end of the grant period.

(5) Be reduced by all applicable credits.

(6) Be adequately supported by source documentation.

C. The grantee agrees to use the approved purchasing practices and bid procedures required by the applicable community, agency, or organization for expenditures involving project activity.

D. The grantee agrees to maintain accounting records following generally accepted accounting procedures for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.

E. The grantee understands that all state agency projects must have a legislative budget appropriation in order to accept ATPA funds.

F. The grantee agrees to maintain all documentation for costs incurred for a three-year period following the final payment for the project.

## **ATPA GRANT APPLICATION CONDITIONS – PAGE 6**

### **GRANT CONDITIONS (Continued)**

#### **5. EQUIPMENT**

- A. The grantee understands that "equipment" is generally defined as any non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit. Items with a useful life of more than one year, but with an acquisition cost of less than \$500, will not be considered equipment for purposes of this grant. Any equipment purchased through a grant to a state agency must also adhere to all state equipment control procedures.
- B. The grantee agrees that all equipment purchased under the grant will be used continually for automobile theft prevention purposes, not only during the period of the grant but for the entire useful life of the equipment.

#### **6. RELEASE OF FUNDS**

Generally, payments to governmental agencies will be made on a reimbursement basis and to non-profit agencies on an advance basis, providing the grantee is in compliance with all terms and conditions of the grant.

#### **7. RETURN OF UNEXPENDED FUNDS**

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check should be made payable to the "State of Michigan."

#### **8. PROGRAM REVENUES**

Any funds received or granted as a result of auto theft activities shall be used to enhance currently funded and/or future auto theft prevention programs. Funds received includes, but is not limited to, forfeiture of cash and receipts from sale of property. If the project is terminated, the unexpended revenues shall be promptly returned to the ATPA.

#### **9. AUDIT AND REVIEW**

- A. The grantee agrees to allow the ATPA and the State Auditor General and any of their duly authorized representatives access, for purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this project. The ATPA will conduct periodic audits of the grant to ensure the grant money has been spent in accordance with 1992 PA 174, the policies of the authority, and this contract.
- B. The ATPA will conduct periodic program reviews of the project. The purpose of these reviews will be to determine adherence to stated project goals and to review progress of the project in meeting its objectives.
- C. The grantee agrees to submit quarterly reports, progress and financial. The grantee understands that failure to submit any required reports may result in the termination of the grant.

#### **10. GRANT TERMINATION**

The grantee understands that this grant may be terminated if the ATPA concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The ATPA will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

#### **11. TRAVEL**

The grantee agrees to notify the ATPA in advance of any out-of-state travel except for casual travel of less than 24 hours.

#### **12. ORIENTATION MEETING**

The grantee agrees to attend an orientation meeting when scheduled. Any additional requirements made at that time will become a condition of the grant.

**ATPA GRANT APPLICATION CONDITIONS – PAGE 7**  
**GRANT CONDITIONS (Continued)**

**13. REPORTING REQUIREMENTS**

All grantees must submit quarterly performance activity (progress) reports and expenditure (financial) reports which are due one month after the end of a quarter. The schedule is listed below: (Both reports must be received prior to ATPA reimbursement.)

REPORTS	REPORTING PERIOD	DUE DATES
Progress & Financial Reports (EX-37 & EX-36)	10/1 to 12/31	1/31
Progress & Financial Reports (EX-37 & EX-36)	1/1 to 3/31	4/30
Progress & Financial Reports (EX-37 & EX-36)	4/1 to 6/30	7/31
Progress & Financial Reports (EX-37 & EX-36)	7/1 to 9/30	10/31

d1

RESOLUTION NO. \_\_\_\_\_

FULL BOARD MEETING DATE: \_\_\_\_\_

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: To restore the money in the Sheriff's Office Budget Training Fund to the 2005 level by moving  
the funds from the County Training Fund. This action is being taken to avoid losing State Training Funds through MCOLES in the  
amount of \$60,000.00. This would require moving \$60,000.00 from the County Training Fund to the Sheriff's Office Budget Training  
Fund.

INTRODUCED BY: Commissioner Keith Rengert, Chairman, JPS Committee

COMMITTEE/MEETING DATE

JPS MEETING

5-5-08 *Approved*

Budget

5-13-08



# MARK A. HACKEL

## OFFICE OF THE SHERIFF

Kent B. Lagerquist  
UNDERSHERIFF

TO: Commissioner Keith Rengert  
Chairman, Justice and Public Safety Committee

FROM: Sheriff Mark A Hackel

DATE: April 8, 2008

RE: JPS Agenda – May 5, 2008

Please consider this my formal request to be placed on the Agenda for the May 5<sup>th</sup>, 2008 Justice and Public Safety Committee Meeting. Mid year in 2006 the Macomb County Board of Commissioners made the decision to remove training funds from individual department budgets. Money has been placed in a county-wide training fund.

In 2008 during a State audit of the MCOLES Training funds distributed to the Macomb County Sheriff's Office, it was explained that the County is in violation of the statute and rules by not maintaining funds in a separate line item for training as had been done prior to the Board action in 2006. Further, that failure to restore that line item in the Sheriff's Office budget would result in the loss of the State MCOLES funds in the amount of \$60,000.00. Therefore, we are requesting that the training funds be restored in the training line item of the Sheriff's Office budget.

Thank you in advance for your consideration in this matter. If you have any questions or concerns regarding this matter please feel free to contact the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark A. Hackel", written over a horizontal line.

Sheriff Mark A. Hackel

/ks

# **RECYCLABLE PAPER**



a)

RESOLUTION NO. \_\_\_\_\_ FULL BOARD MEETING DATE: \_\_\_\_\_  
AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: AUTHORIZE THE COUNTY CLERK TO IMPROVE THE JUROR  
PAYMENT SYSTEM BY PAYING JURORS IN CASH, AND ROUND THE JUROR  
MILEAGE PAYMENTS UP TO THE NEAREST \$0.25 UPON APPROVAL OF THE CHIEF  
JUDGE, THE COUNTY TREASURER AND THE FINANCE DIRECTOR AT A COST NOT  
TO EXCEED \$3,800 IN ORDER TO GENERATE SAVINGS OF APPROXIMATELY \$9,500  
ANNUALLY. REFER TO BUDGET COMMITTEE.

INTRODUCED BY: COMMISSIONER PETER LUND, CHAIRPERSON  
LEGISLATIVE & ADMINISTRATIVE SERVICES COMMITTEE

COMMITTEE/MEETING DATE:

LAS 05-05-08

*Approved*  
*Budget 5-13-08*

BACKGROUND:

Michigan law (MCLA 600.1344) states that jurors shall be paid at a rate determined by the county board of commissioners that is not less than certain minimums. See statute attached.

The clerk/register of deeds serves as clerk of the Macomb County Jury Commission and has been designated by the court to oversee the jury room. Over 37,000 jurors visit the Macomb County Court Building each year. Over 19,000 jurors are paid each year. The cost to pay each juror is approximately \$9,500 annually. (This is the processing cost, not the cost of the actual juror compensation.)

The savings of \$9,500 comes from the elimination of the processing costs. The cost to pay a juror is \$0.41 postage for each check, plus the cost of the paper, printing, and the Finance Department staff time. The cost figure for this resolution is \$.50 per juror, which the county clerk believes is a conservative estimate. 19,000 jurors times 50 cents = \$9,500 per year.

The cost of rounding up juror payments is calculated as follows. The most it can increase costs per juror is 20 cents, because payments are currently rounded to the nearest nickel. Even if all jurors were rounded up b 20 cents, which they would not be, the worst case cost scenario is 20 cents x 19,000 jurors = \$3,800 per year.

Under the current method, jurors must wait three or four weeks for their juror pay. (Jurors are paid \$25 for the first day, \$40 for subsequent days, and half those amounts for half days.) A common problem with the current method is that the Maximus JuryView computer system does not fully integrate with the county's IFAS finance computer system. This results in wrong payments. For example, juror Mr. Smith will receive in the mail a check made out to juror Mr. Jones. It takes the jury clerks and Finance Department staff time and effort to sort out these problems.

A solution was needed to pay jurors more promptly and reduce the number of payment errors. The Clerk / Register of Deeds investigated options for paying jurors with an ATM card, prepaid credit card, or other type of payment. The cost of these methods ranged from approximately \$1 - \$3 per juror, or from \$19,000 - \$60,000 annually, please additional setup and processing costs.

After reviewing the various options to pay jurors, the clerk concluded, "Cash is king." She proposes to pay jurors in cash. Jurors could be paid at lunch time and at the end of the day. This would give jurors money for lunch, parking, or shopping while in Mount Clemens.

Clerk staff has met with Finance Department and Treasurer staff and is confident a system can be worked out to properly account for the payments. Jury clerks already routinely keep daily total and reports of payments. Jurors would be required to sign individual payment receipts listing the exact amount received in order to be paid. The clerk's office already routinely handles cash and has a large safe. The jury room is on the fifth floor of the Court Building, which is protected by security guards and metal detectors, and which has security cameras in the lobby.

Allowing the Clerk's Office to round the juror mileage payment to the nearest \$0.25 would make it much easier to pay jurors in cash and would make it much easier for the clerk, Treasurer and Finance Department to replenish the cash and audit the transactions. Not only is this a tremendous improvement for jurors, who would be paid immediately, but this system will reduce incorrect payments and also help the retailers and restaurant owners in the downtown Mount Clemens area. Each juror would have his or her cash in hand at lunch the end of the service day.

Macomb County Clerk Carmella Sabaugh has made other improvements for the county's jurors, including:

- One-day, one-trial system that reduced jury duty from one week to one day for most jurors and reduced costs by \$100,000 annually for the county,
- Partnering with SMART to provide free bus rides for jurors without transportation,
- Free wireless Internet services in the jury room, and
- Free library book delivery from any library in the county to jurors in the jury room.

She is currently working on a plan to provide jurors with pagers, so they could leave the jury room while waiting to be picked for a jury.

**REVISED JUDICATURE ACT OF 1961 (EXCERPT)**  
**Act 236 of 1961**

**600.1344 Jurors; mileage and compensation; payment of jury fee where action removed from circuit court to lower court; fraudulent issuance of certificate of attendance as misdemeanor; penalty.**

Sec. 1344. (1) A juror shall be reimbursed for his or her traveling expenses at a rate, determined by the county board of commissioners, that is not less than 10 cents per mile for traveling from the juror's residence to the place of holding court and returning for each day or 1/2 day of actual attendance at sessions of the court.

(2) A juror also shall be compensated at a rate, determined by the county board of commissioners, as follows:

(a) Until October 1, 2003, not less than \$15.00 per day and \$7.50 per 1/2 day of actual attendance at the court.

(b) Beginning October 1, 2003, a rate determined as follows:

(i) For the first day or 1/2 day of actual attendance at the court, not less than \$25.00 per day and \$12.50 per 1/2 day.

(ii) For each subsequent day or 1/2 day of actual attendance at the court, not less than \$40.00 per day and \$20.00 per 1/2 day.

(3) If an action is removed from the circuit court to a lower court, the jury fee shall be paid to the circuit court whether paid before or after removal of the action to the lower court, and the circuit court shall be responsible for payment of the compensation to the juror involved.

(4) A clerk or deputy clerk of the court who fraudulently issues a certificate of attendance of a juror on which the juror receives pay, except as allowed by law, is guilty of a misdemeanor, punishable by imprisonment for not more than 6 months, or a fine of not more than \$500.00, or both.

**History:** Add. 1968, Act 326, Eff. Nov. 15, 1968;—Am. 1969, Act 326, Eff. Sept. 1, 1969;—Am. 1980, Act 190, Imd. Eff. July 8, 1980;—Am. 1982, Act 226, Imd. Eff. Sept. 16, 1982;—Am. 2002, Act 739, Eff. Oct. 1, 2003.

Budget

5-13-08

item #11a

Distributed

## Cash payments to jurors save county money, benefit merchants

**M**acomb County Clerk Carmella Sabaugh has done it again. First she managed to save money with an on-call jury system of one-day or one-trial, and now she's planning to pay jurors in cash.

In the days of direct deposit, ATMs, credit and debit cards, you've got to give her credit — pun intended — for thinking outside the box to save tax dollars.

Granted, it's not a large amount of money. She figures to save the county \$10,000 a year in check-processing costs.

Circuit court jurors are paid \$25 for their first day of service and \$40 for subsequent days. They also receive mileage reimbursement.

"It doesn't matter where the savings comes from," Sabaugh said. "When you save, it still goes into the same pocket — the taxpayer's pocket."

Downtown Mount Clemens merchants also see a benefit to the cash payments.

"We're hopeful the jurors will spend some of their hard-earned money right here in town," said Arthur Mullen, executive director of the Downtown Development Authority.

We just can't help mentioning that one of the businesses that will likely benefit is a soon-to-open martini bar — appropriately named "The Bank." So jurors will be able to put their money into The Bank.

Macomb Daily 5/10/2008 p. 6A

(over)

# The Tuesday Macomb Daily

May 6, 2008

## Jurors will be paid cash

Downtown merchants hope some money comes their way

By Chad Selweski  
Macomb Daily Staff Writer

Jurors who endure the heat of sitting through a tense trial will soon be paid in cold cash.

Macomb County Clerk Carmella Sabaugh hopes to eliminate nearly \$10,000 a year in check-processing

costs by paying jurors cash for their service. In most cases, jurors would be paid at the end of the day.

"We all know that cash is king," Sabaugh said.

Circuit court jurors are paid \$25 for their first day of service, \$40 for subsequent days. They also receive mileage reimbursement. About 19,000 are paid each year.

The new system was designed by Sabaugh to end delays and periodic mistakes in issuing checks to jurors.

See JURORS, Page 4A

## NEWS

### JURORS: Average trial lasts two days

Continued from Page 1A

Some checks took three to four weeks or more to arrive. Some had the wrong amount. Yet, the cost of processing and mailing checks is about \$9,500 a year for the county Finance Department.

"It doesn't matter where the savings comes from. When you save, it still goes into the same pocket - the taxpayer's pocket," Sabaugh said.

City officials hope the cash payments will provide an economic boost to downtown Mount Clemens, where the county courthouse is located. Those jurors who serve just a half day would be paid as they leave - \$12.50 plus mileage - which could be used as lunch money.

Because about 90 percent of those called for jury duty serve just one day, most would be getting cash as they head out the door at the end of the day, which

may entice them to do some shopping or head to a local restaurant.

"We're hopeful the jurors will spend some of their hard-earned money right here in town," said Arthur Mullen, executive director of the Downtown Development Authority. "It definitely can't hurt us."

Under rules put into place by Sabaugh a few years ago, prospective jurors who aren't picked for a trial on their first day are released from their jury duty. In addition, the average trial lasts just two days.

For those jurors who serve on a lengthy trial, they would be paid cash on a weekly basis.

"I think it's a good idea. Anything to save us some money," said county Commissioner Kathy Vosburg, a Chesterfield Township Republican.

The proposal was unanimously approved Monday by the commissioners' Legislative and Administrative Services Committee. The plan must receive final approval from the full

Board of Commissioners.

Chief Circuit Judge Richard Carretti has endorsed the proposal.

Officials were assured that sufficient security would be in place in the fifth floor jury room as an estimated \$3,000 in cash would be handed out daily. In addition, metal detectors are stationed at the entrance to the court building.

The clerk's office already handles large sums of cash daily and the chief jury clerk, Denise Greiner, has eight years of previous experience in the banking industry.

In recent years, Sabaugh has placed a special emphasis on making jury duty more palatable. In addition to the 1-day, one-trial rule she has offered wireless Internet service and an assortment of library books in the jury room. The clerk has arranged for free SMART bus service for jurors and is in the process of giving them pagers that will let them roam the downtown area while waiting to be called for service.

b7

RESOLUTION NO. \_\_\_\_\_ FULL BOARD MEETING DATE: \_\_\_\_\_  
AGENDA ITEM: \_\_\_\_\_

**MACOMB COUNTY, MICHIGAN**

**RESOLUTION TO: AUTHORIZE THE REGISTER OF DEEDS TO UPGRADE THE GRANTOR/GRANTEE INDEX TO ALLOW PROPERTY RECORDS TO BE SEARCHED AND LOCATED MORE EASILY AND ACCURATELY AT A COST NOT TO EXCEED \$70,000. FUNDING IS AVAILABLE IN THE REGISTER OF DEEDS AUTOMATION FUND. REFER TO BUDGET COMMITTEE.**

**BACKGROUND:**

Currently the Register of Deeds property index is more difficult to search than it could be. Searches must be done in several ways because of the way names have been entered differently through the years.

An example of the different kind of indexing and the reason for it is: Prior to 1995 all names, first and last and any joint owners' names, such as spouses, were indexed into one field. For these years, when property is jointly owned by a man and a woman, it is prudent to search on the man's name because the man's name was indexed first and the wife's name was not separately indexed. One of Macomb County Clerk / Register of Deeds Carmella Sabaugh's early directives upon election as register of deeds was to liberate women property owners by directing staff to index on women's names. From 1995 to the present, if a woman was a property owner, searches may now be conducted on the woman's name.

From 1995 to August of 1999, joint owners' names were separated but the first and last names were still entered into the same field. One reason was to reduce the amount of computer storage space the massive indexes consume. However, the combined fields cause searches to take extra time and the different search methods increase the chances of getting an incomplete search result when searching property records. Since August 1, 1999 have first and last names been entered in their own fields. Computer storage space is very inexpensive now.

The Register of Deeds wants to upgrade the index fields and how the names were entered before August 1, 1999 so that all names are put into separate first and last name fields. The result will be to make grantor/grantee searches more accurate and quicker. The risk of real estate fraud is reduced as the indexes become more accurate and consistent.

A quote from the vendor is attached. Funding is available in the Register of Deed Automation Fund, which comes from recording fees and may by law only be spent on the Register of Deeds.

**INTRODUCED BY: COMMISSIONER PETER LUND, CHAIRPERSON  
LEGISLATIVE & ADMINISTRATIVE SERVICES COMMITTEE**

**COMMITTEE/MEETING DATE:**

**LAS 05-05-08**

**Budget 5-13-08 Approved**



Please use **new** customer number from the customer list

**\$**

14

**P**

**T**

**P.O. NO.:**

SALES REP'S NO.:

**313655**

**SPECIAL INSTRUCTIONS:**

**SUBTOTAL**

TAX %

**i.e. .08 or .0725**

<b>SALES TAX</b>	<b>\$0.00</b>
------------------	---------------

**FREIGHT  
F.O.B.**

DATE:

**TOTAL**

2

**Terms and Conditions:**



## Terms and Conditions:

**Payment Terms:** Customer agrees to remit payment to ACS within 30 days from issuance of invoice.

### Limited Warranty:

(1) **Hardware and Commercial Software Warranties:** If third-party hardware and/or commercial software is furnished under this agreement, then ACS shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. ACS shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(2) **Limited Application System Software Warranty:** In the event ACS provides Customer with proprietary ACS-owned software ("Application System Software" or "System") in connection with this agreement, then the following warranty terms shall apply. ACS warrants that the Application System Software furnished by ACS pursuant to this agreement will be free from material errors that would prevent the substantial operational features of the System from functioning when used properly under normal conditions. This warranty is valid for a period of ninety (90) days from the date of System installation. This Application System Software warranty shall not cover, and shall be void as to, any hardware or commercial off-the-shelf software components. In addition, the Application System Software warranty shall not cover: 1) any components for which maintenance has been performed by a third party not authorized by ACS; 2) any components that have been damaged through the negligence or misconduct of parties other than ACS or its employees or agents; 3) any components which have been damaged as a result of Customer's failure to operate them in accordance with ACS's operating instructions; or 4) failures due to force majeure, or exposure to unusual physical or electrical stress. In the event that any Application System Software provided under this agreement is found to be defective, Customer shall provide prompt written notice to ACS identifying such defect or defects with specificity. ACS will be provided a reasonable opportunity to investigate the matter, and to verify the existence of such defect(s). Upon ACS's verification of the claimed defect(s), Customer shall be entitled to any of the following remedies, as determined by ACS in its discretion: a) repair, b) replacement, c) other correction of the defective item at ACS's expense, or d) an equitable adjustment in the contract price. The parties intend that any of the foregoing remedies shall constitute a complete and satisfactory remedy in the event of a covered defect, and that such remedies shall constitute the sole and exclusive remedies available to Customer for breach of ACS's Application System Software warranty. THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE TO CUSTOMER EXCLUSIVELY AND IS IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SYSTEM SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE APPLICATION SYSTEM SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED APPLICATION SYSTEM SOFTWARE WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

**Limitation of Liability:** IN NO EVENT SHALL ACS BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING FIFTY PERCENT (50%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST ACS ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL ACS BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

**Force Majeure:** Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

**Ownership of Data and Software:** Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data created and/or acquired by use of the System, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used). ACS shall retain all rights to its software, and Customer may only use such software pursuant to ACS' License Agreement (which is incorporated herein by reference).

**Risk of Loss & Title:** ACS shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of ACS, its employees, agents, representatives or subcontractors. ACS shall transfer title to the hardware and commercial software to the Customer upon the Customer's full payment for said hardware and commercial software in accordance with this agreement.

# **RECYCLABLE PAPER**

item #11A

RESOLUTION NO. \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Increase Animal Shelter County appropriation by \$5000 and establish a \$5000 Supplies - Drugs and Pharmaceuticals expense line item. Funds will be used to purchase medication and supplies for treatment of animals at Macomb County Animal Shelter.

INTRODUCED BY: Commissioner Philis DeSaele, Chairperson, Health Services Committee

The Macomb County Animal Shelter proposed changing current policy regarding the use of basic medications by veterinarians. The shelter, currently, does not treat conditions such as kennel cough, ear mites, etc. The shelter concurs with suggestions of rescue organizations that basic treatment will increase the number of animals placed for adoption.

Veterinarians at the shelter have identified medications necessary for treatment. Additional funding is required to purchase the items.

Health Services --- May 8, 2008 APPROVED  
Budget 5-13-08

# **RECYCLABLE PAPER**

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve the Chesterfield Township Assistive Service Contract for assessing supervision services for the 3 year period effective July 1, 2008. This contract will generate \$50,000 income the first year and is adjusted annually by 3.5% the ensuing two years. The Equalization Department will provide the supervision required by this agreement within its' existing staffing at no additional cost to the County of Macomb.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, May 13, 2008

Item #12 Distributed

Budget Committee  
5-13-08

TO: Don Brown, Chairman, Budget Committee

FROM: Steven M. Mellen, Equalization Director *SM*

RECEIVED  
APR 18 2008

Risk Management & Safety

SUBJECT: CONTRACT/PROGRAM REVIEW REQUEST

Title Chesterfield Township Assessing Contract

Department Equalization Contact Person Steven M. Mellen

Date Submitted April 18, 2008 Telephone Number 586-469-5260

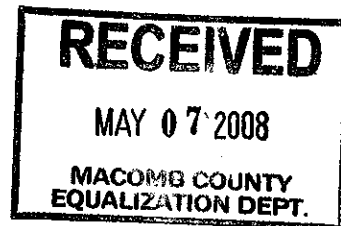
**BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE** \_\_\_\_\_

Status: Check appropriate box

☒ Initial ☐ Revision ☐ Extension ☐ Final

☐ Other (Please explain below)

Other \_\_\_\_\_



OFFICE OF CORPORATION COUNSEL

Approved *Frank Krycia* Dated 4/18/08

Rejected\* \_\_\_\_\_ Dated \_\_\_\_\_

OFFICE OF RISK MANAGEMENT

Approved *J.P. Arlison* Dated 4/21/08

Rejected\* \_\_\_\_\_ Dated \_\_\_\_\_

FINANCE DEPARTMENT

\* Approved *John A. Delt* Dated 5-5-08

Rejected\* \_\_\_\_\_ Dated \_\_\_\_\_

Contract/Program Synopsis

\*When Rejected Attach Explanation

RECEIVED

APR 23 2008

MACOMB COUNTY  
FINANCE

\* Page 7 S/B July 1, 2010

TO: Don Brown, Chairman, Budget Committee

FROM: Steven M. Mellen, Equalization Director

SUBJECT: CONTRACT/PROGRAM REVIEW REQUEST

RECEIVED  
APR 18 2008

Risk Management & Safety

Title Chesterfield Township Assessing Contract

Department Equalization Contact Person Steven M. Mellen

Date Submitted April 18, 2008 Telephone Number 586-469-5260

**BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE**

Status: Check appropriate box

☒ Initial ☐ Revision ☐ Extension ☐ Final

☐ Other (Please explain below)

Other

**OFFICE OF CORPORATION COUNSEL**

Approved

*Frank Krycia*

Dated

4/18/08

Rejected\*

Dated

**OFFICE OF RISK MANAGEMENT**

Approved

*J. P. Arlson*

Dated

4/21/08

Rejected\*

Dated

**FINANCE DEPARTMENT**

\* Approved

*John A. Dost*

Dated

5-5-08

Rejected\*

Dated

**Contract/Program Synopsis**

\*When Rejected Attach Explanation

RECEIVED

APR 23 2008

MACOMB COUNTY  
FINANCE

\* Page 7 S/B July 1, 2010..



# BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor  
Mount Clemens, Michigan 48043  
586-469-5125 FAX 586-469-5993  
macombcountymi.gov/boardofcommissioners

May 2, 2008

Mr. Steve Mellen  
Macomb County Equalization Director  
10 North Main Street, 3<sup>rd</sup> Floor  
Mt. Clemens, MI 48043

Dear Mr. Mellen:

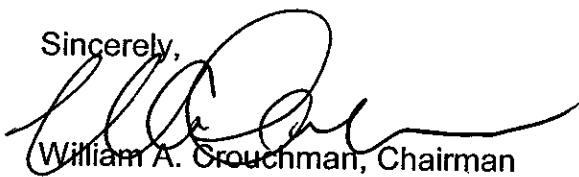
I am in receipt of your correspondence dated April 18, 2008 regarding Chesterfield Township's request for assistance with its tax assessment function.

I am in full agreement that we move forward in assisting Chesterfield Township.

I cannot agree however with your request for a pay increase to take on this additional work. Based on your correspondence it appears that we can assist Chesterfield with existing staff and resources.

As you know the County is currently under severe financial stress. The additional income this proposal will bring to the County is very welcome.

Sincerely,

  
William A. Crouchman, Chairman  
Macomb County Board of Commissioners

WAC:ts

cc: David Diegel  
Eric Herppich  
Commissioner Kathy Vosburg  
Commissioner Brian Brdak  
Commissioner Don Brown

## MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1  
Marvin E. Sauger - District 2  
Phillip A. DiMaria - District 3  
Jon M. Switalski - District 4  
Susan L. Doherty - District 5

Joan Flynn - District 6  
Sue Rocca - District 7  
David Flynn - District 8  
Robert Mijac - District 9  
Philis DeSaele - District 10

Ed Szczepanski - District 11  
Peter J. Lund - District 12  
Don Brown - District 13  
Brian Brdak - District 14  
Keith Rengert - District 15

William A. Crouchman  
District 23  
Chairman

Dana Camphous-Peterson  
District 18  
Vice-Chair

Leonard Haggerty  
District 21  
Sergeant-At-Arms

Carey Torrice - District 16  
Ed Bruley - District 17  
Paul Gielegem - District 19  
Kathy Tocco - District 20

Betty Slinde - District 22  
Sarah Roberts - District 24  
Kathy D. Vosburg - District 25  
Leon Drolet - District 26





# EQUALIZATION DEPARTMENT

10 N. Main St., 3rd Floor  
Mount Clemens, Michigan 48043  
586-469-5260 Fax 586-469-5423  
macombcountymi.gov/equalization

Steven M. Mellen  
Director

April 18, 2008

Terry Mocer  
Manager/Auditor  
Personal Property Division

Mr. William Crouchman, Chair  
Macomb County Board of Commissioners

David L. Feller  
Manager  
Comm/Ind Division

Mr. Don Brown, Chairman  
Macomb County Budget Committee

Sandy Birkenshaw  
Manager  
Res/Ag/Dev Division

Ms. Kathy Vosburg, Commissioner  
District 25  
Mr. Brian Brdak, Commissioner  
District 14

Re: Assistive Services Request – Chesterfield Township

Dear Commissioners,

Mr. James Ellis, Supervisor, Chesterfield Township, has requested the assistance of the Macomb County Equalization Department in the reorganization of their assessing department and completion of their 2009 Assessment Roll. This is being requested due to the extended illness of their Level IV assessor.

The assessing department establishes the valuations for which all taxes are levied and creates the tax roll which is collected by the local treasurers for all tax levies, Township, County and Schools. Without proper assessing and assessments, property tax revenue would not be equal, based on state law, or even exist.

I have reworked the Assistive Services Contract to reflect the fact that we would not be supplying the employees for the entire department. A revised copy of the contract has been forwarded on to Corporation Council for their review. The only county personnel affected would be myself, as the Level IV certified assessing officer for the county and I would be supervising an additional 50% more staff.

I have synopsized the pros and cons of such a contract below:

Pros:

1. The income of \$50,000 per year for the service
2. The standardization of a community's assessment records for clarity in review
3. The streamlining of the assessment process for a local community

## MACOMB COUNTY BOARD OF COMMISSIONERS

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District 21  
Sergeant-At-Arms

Betty Slinde - District 22  
Sarah Roberts - District 24  
Kathy D. Vosburg - District 25  
Leon Drolet - District 26

Cons:

1. The additional workload placed on the Equalization Director
2. The ½ day out of the equalization office for the director
3. The information uplink, so that a current file is available in the county containing the Chesterfield Township appraisal information. (IT estimate \$15,000 initial plus \$1,000 maintenance)
4. The additional compensation paid to the director for the additional workload (\$23,305)

Income / Cost Recap

Income - \$50,000	First year	Cost - \$38,305
\$51,750	Second year	\$24,305
<u>\$53,561</u>	Third Year	<u>\$24,305</u>
\$155,311		\$86,915

Net 3 year Income to County - \$68,396

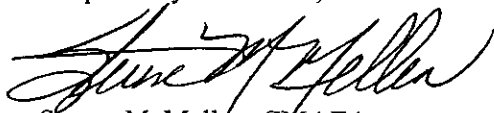
Having been in the assessing field for over 33 years, with more than 25 years as an assessor, in several communities, I feel the Chesterfield Township Assessing Department is in dire needs of some sort of reorganization. Having overhauled the Macomb County Equalization Department in the first year as its director (due to State Tax Commission directive), I am fully qualified to conduct such a project.

Item 4 in the above listings would increase the Equalization Director's annual pay scale to \$120,300 - commensurate with a median cost, between Wayne County's director (2<sup>nd</sup> largest county) of \$127,948 and Kent County's director (4<sup>th</sup> largest county) of \$112,677, based on 2007 information. Both of these counties assess at least one community through their Assistive Services equivalent divisions.

Mr. Ellis would like this project to get underway as soon as possible, as would I, due to its complexity and the limited time necessary to complete the transition.

We therefore request that a meeting be held as soon as possible to begin this process.

Respectfully Submitted,

  
Steven M. Mellen, CMAE4  
Equalization Director

xc: Mr. James Ellis, Supervisor  
Chesterfield Township

Enclosure

Revisions per contract review  
sign-off sheet, submitted by  
Equalization Director on 5-9-08

Budget Committee  
5-13-08

CONTRACT FOR MACOMB COUNTY  
EQUALIZATION DEPARTMENT ASSISTIVE SERVICES  
WITH THE TOWNSHIP OF CHESTERFIELD

Distributed  
Item #12

This CONTRACT FOR MACOMB COUNTY EQUALIZATION DEPARTMENT ASSISTIVE SERVICES DIVISION WITH THE TOWNSHIP OF CHESTERFIELD, (hereafter, this "Contract") is made and entered into between the COUNTY OF MACOMB, a Michigan Constitutional and Municipal Corporation, whose address is 10 N. Main St., Third Floor, Mt. Clemens Michigan 48043 (hereafter, the "County"), and the TOWNSHIP OF CHESTERFIELD, whose address is 47275 Sugarbush Rd. Chesterfield, MI 48047 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Department may furnish assistance to local assessing officers in the performance of certain of these legally mandated, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County Equalization Department's assistance in performing the "Equalization Department Assistive Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Department Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Department Assistive Services" under the terms and conditions of the Contract.

**NOW, THEREFORE**, in consideration of these premises and the mutual promises, representations, and agreements set forth in the Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- § 1. **DEFINED TERMS** In addition to the above defined terms (i.e. "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotations marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Macomb County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Department Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Department as shown in the current County budget and/or personnel records for the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Department Personnel, but any reference in this contract to Equalization Department Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Department.
- 1.3. "Municipality Agent" or "Municipality Agents", shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in

connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, person, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§ 2. **COUNTY EQUALIZATION DEPARTMENT ASSISTIVE SERVICES DIVISION** The Parties agree that the full and complete scope of any and all County Equalization Department Assistive Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Department Assistive Services" or "Services").

2.1. **"EQUALIZATION DEPARTMENT ASSISTIVE SERVICES" OR "SERVICES" TO BE PROVIDED** "Equalization Department Assistive Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:

2.1.1. This Contract is to provide for annual assessment of real and personal property through the 2011 assessment and 2011 tax years as required by laws of the State of Michigan. The County agrees to make assessments of both real and personal property within the Municipality pursuant to MCL 211.10d.

2.1.2. The Equalization Department personnel will supervise - the appraisal of all new property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Department personnel will also supervise the submission of all State Tax Tribunal appeals and appearances at all hearings with the Municipality before the Tax Tribunal, as long as there is a current contract in effect.

2.2. **PURPOSE OF COUNTY "SERVICES"** The Parties agree that the purpose of any and all "Equalization Department Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

2.3. **MANNER COUNTY TO PROVIDE SERVICES** The Parties agree that any and all "Equalization Department Assistive Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Department Personnel" as defined herein.

- 2.3.1. Equalization Department Personnel shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.
- 2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessing Department Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Assessing Department Personnel in the performance of any and all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Department Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Department Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulations(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or any Equalization Department Personnel and/or the conduct and actions of any County Agent or any Equalization Department Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Department Personnel and/or pay any and all Equalization Department Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Department Personnel with the County, subject only to its applicable collective bargaining Contracts.

- 2.3.4.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any Activity of any County Agent or Equalization Department Personnel, any necessary County Agent or Equalization Department Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Department Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, No County Agent or Equalization Department Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Department Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7 The Municipality shall not otherwise provide, furnish or assign any Equalization Department Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Department Assistive Services duty or obligation under the terms of this Contract.
- 2.4 LIMITS AND EXCLUSIONS ON COUNTY "SERVICES" Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or other adjudicative body or court, except as expressly provided for in this Contract.
- 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall

employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

- 2.4.2. Except for those express statutory and/or regulatory Obligations incumbent only upon licensed Equalization Department Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

**§ 3. TERM OF CONTRACT** The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2011, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

**§ 4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY** Except as expressly provided for in this Contract, the Municipality agrees that this Contract, that this Contract does not, and is not intended to transfer, delegate, or assign to the County, and/or any County Agent or Equalization Department Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

- 4.1 The municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any and all costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Taxes Law.
- 4.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claims(s) against the County.
- 4.3 The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.



**§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY** The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either the Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to in any way, limit or prohibit the Macomb County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

**§ 6. PAYMENT SCHEDULE** In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract year 2008-2009, the sum of \$50,000.00 per year for real and personal property assessing department supervision rendered during the life of this Contract. Payment for the contract year 2008-2009 is due and payable on or before July 1, 2008, payment for the contract year 2009-2010, with a 3.5% increase per year, is due and payable on before July 1, 2009, and payment for the contract year 2010-2011, with a 3.5% increase per parcel, is due and payable on before July 1, 2010. If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Department personnel's overtime rate and charged to the Municipality over and above any other fees described in this contract, with the following exceptions:
  - 6.1.1. One evening meeting as required by law under MCL § 211.29 (1).
  - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and real and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. The Municipality further agrees that if there is any amount due and owing to the County under this Contract, which is still unpaid at the time the County distributes funds to the Municipality from the Delinquent Tax Revolving Fund (DTRF), the County shall be entitled to reduce, set-off, and permanently retain any amount

due to the municipality from Delinquent Tax Revolving Fund (DTRF) by any such amount then still due and owing the County pursuant to this contract.

**§ 7. LIABILITY** The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful Termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agent or for any indemnification (i.e., contractually, legally, Equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against either the Municipality and which are

alleged to have arisen under or are in any way based or predicated upon this Contract.

**§ 8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY** The Municipality agrees that it shall be solely and exclusively responsible, during the Term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with the Equalization Department Personnel in the performance of all County Services under this Contract.

- 8.1. The Municipality shall employ and assign qualified Municipality Agents, as defined in this Contract, as necessary and appropriate to provide for any and all of Municipality's legal obligations for collecting any and all property taxes pursuant to all applicable State Property Tax Laws. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.

**§ 9. INDEPENDENT CONTRACTOR** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- § 10. **COUNTY PRIORITIZATION OF COUNTY RESOURCES** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- § 11. **INDEMNIFICATION** The Municipality shall not be obligated to pay any portion of any court ordered judgment or award to a third party for which a court has determined that the County and/or County Agent was solely negligent or at fault. However, the Municipality agrees to, indemnify and hold the County and/or any County Agent harmless from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County and/or any County Agent by any Municipality Agent under any circumstances or by any person which are based upon, result from, or arise from, or are in any way related to any alleged error, mistake, negligence or intentional act(s) or omission(s) by the Municipality and/or any Municipality Agent, including, but not limited to: (a) any alleged breach of legal duty to any person by the Municipality and/or any Municipality Agent; (b) any alleged failure by the Municipality or any Municipality Agent to comply with any Municipality duty or obligation in this Contract; and/or (c) Any other Claim(s) based in any way upon any Municipality or Municipality Agent's services, buildings, equipment, or any other event, occurrence, duty, or obligation related to attendant thereto.
- § 12. **CANCELLATION OR TERMINATION OF THIS CONTRACT** Except as follows, and notwithstanding any other term or provision any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- § 13. **EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT** The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Macomb County Board of Commissioners and the Township of Chesterfield Board of Trustees. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Macomb County Board of Commissioners and the Township of Chesterfield Board of Trustees and shall also be filed with the office of the Clerk of the County and the Clerk for the Township of Chesterfield.
- § 14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

- § 15. **NO THIRD-PARTY BENEFICIARIES** Except as expressly provided herein for the benefit of the Parties (i.e. County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e. contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- § 16. **CONSTRUED AS A WHOLE** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- § 17. **CAPTIONS** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- § 18. **NOTICES** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- § 19. **WAIVER OF BREACH** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either party or allowed it by law shall be cumulative and not exclusive of any other.
- § 20. **ENTIRE CONTRACT** This Contract, consisting of a total of twelve (12) pages, sets forth the entire agreement between the County and Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

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**IN WITNESS WHEREOF**, James Ellis, Supervisor, of the Township of Chesterfield Board of Trustees, hereby acknowledges that he/she has been authorized by a resolution of the Township of Chesterfield Board of Trustees, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
James Ellis, Supervisor  
Township of Chesterfield

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Kelly Jo Smolarek, Clerk  
Township of Chesterfield

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, William A. Crouchman, Chair, Macomb County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Macomb County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of Macomb County, and hereby accepts and binds the Macomb County to the Terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
William A Crouchman, Chair  
Macomb County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Carmella Sabaugh, Clerk/Registrar of Deeds  
County of Macomb

DATE: \_\_\_\_\_

See revised contract that  
was distributed at Budget meeting  
on 5-13-08  
Dain

**CONTRACT FOR MACOMB COUNTY  
EQUALIZATION DEPARTMENT ASSISTIVE SERVICES  
WITH THE TOWNSHIP OF CHESTERFIELD**

This CONTRACT FOR MACOMB COUNTY EQUALIZATION DEPARTMENT ASSISTIVE SERVICES DIVISION WITH THE TOWNSHIP OF CHESTERFIELD, (hereafter, this "Contract") is made and entered into between the COUNTY OF MACOMB, a Michigan Constitutional and Municipal Corporation, whose address is 10 N. Main St., Third Floor, Mt. Clemens Michigan 48043 (hereafter, the "County"), and the TOWNSHIP OF CHESTERFIELD, whose address is 47275 Sugarbush Rd. Chesterfield, MI 48047 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Department may furnish assistance to local assessing officers in the performance of certain of these legally mandated, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County Equalization Department's assistance in performing the "Equalization Department Assistive Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Department Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Department Assistive Services" under the terms and conditions of the Contract.

**NOW, THEREFORE**, in consideration of these premises and the mutual promises, representations, and agreements set forth in the Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- § 1. DEFINED TERMS** In addition to the above defined terms (i.e. "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotations marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Macomb County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Department Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Department as shown in the current County budget and/or personnel records for the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Department Personnel, but any reference in this contract to Equalization Department Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Department.
- 1.3. "Municipality Agent" or "Municipality Agents", shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.



- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, person, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

**§ 2. COUNTY EQUALIZATION DEPARTMENT ASSISTIVE SERVICES DIVISION** The Parties agree that the full and complete scope of any and all County Equalization Department Assistive Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Department Assistive Services" or "Services").

- 2.1. "EQUALIZATION DEPARTMENT ASSISTIVE SERVICES" OR "SERVICES" TO BE PROVIDED "Equalization Department Assistive Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:

- 2.1.1. This Contract is to provide for annual assessment of real and personal property through the 2011 assessment and 2011 tax years as required by laws of the State of Michigan. The County agrees to make assessments of both real and personal property within the Municipality pursuant to MCL 211.10d.

- 2.1.2. The Equalization Department personnel will supervise - the appraisal of all new property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Department personnel will also supervise the submission of all State Tax Tribunal appeals and appearances at all hearings with the Municipality before the Tax Tribunal, as long as there is a current contract in effect.

- 2.2. PURPOSE OF COUNTY "SERVICES" The Parties agree that the purpose of any and all "Equalization Department Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES The Parties agree that any and all "Equalization Department Assistive Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Department Personnel" as defined herein.

- 2.3.1. Equalization Department Personnel shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessing Department Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Assessing Department Personnel in the performance of any and all Services under this Contract.

2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Department Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

2.3.4 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Department Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulations(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall solely and exclusively, govern and control the employment relationship between the County and any County Agent or any Equalization Department Personnel and/or the conduct and actions of any County Agent or any Equalization Department Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

2.3.4.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Department Personnel and/or pay any and all Equalization Department Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Department Personnel with the County, subject only to its applicable collective bargaining Contracts.

2.3.4.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment,

policy or directive which, in any way, governs or controls any Activity of any County Agent or Equalization Department Personnel, any necessary County Agent or Equalization Department Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Department Personnel performing any County duty or obligation under the terms of this Contract.

2.3.5. The municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, No County Agent or Equalization Department Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

2.3.6 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Department Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.

2.3.7 The Municipality shall not otherwise provide, furnish or assign any Equalization Department Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Department Assistive Services duty or obligation under the terms of this Contract.

2.4 LIMITS AND EXCLUSIONS ON COUNTY "SERVICES" Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory Obligations incumbent only upon licensed Equalization Department Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§ 3. **TERM OF CONTRACT** The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2012, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§ 4. **NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY** Except as expressly provided for in this Contract, the Municipality agrees that this Contract, that this Contract does not, and is not intended to transfer, delegate, or assign to the County, and/or any County Agent or Equalization Department Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1 The municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any and all costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Taxes Law.

4.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claims(s) against the County.

4.3 The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

4.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. **NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY** The Parties reserve to themselves any rights and obligations related to the provision of any and all of each

Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either the Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to in any way, limit or prohibit the Macomb County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§ 6. **PAYMENT SCHEDULE** In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract year 2008-2009, the sum of \$50,000.00 per year for real and personal property assessing department supervision rendered during the life of this Contract. Payment for the contract year 2008-2009 is due and payable on or before July 1, 2008, payment for the contract year 2009-2010, with a 3.5% increase per year, is due and payable on before July 1, 2009, and payment for the contract year 2010-2011, with a 3.5% increase per parcel, is due and payable on before July 1, 2011. If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

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- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Department personnel's overtime rate and charged to the Municipality over and above any other fees described in this contract, with the following exceptions:
    - 6.1.1. One evening meeting as required by law under MCL § 211.29 (1).
    - 6.1.2. Dates requiring overtime set by the Municipality Charter.
  - 6.2. The Municipality agrees to be responsible for postage on all personal property statements and real and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
  - 6.3. The Municipality further agrees that if there is any amount due and owing to the County under this Contract, which is still unpaid at the time the County distributes funds to the Municipality from the Delinquent Tax Revolving Fund (DTRF), the County shall be entitled to reduce, set-off, and permanently retain any amount due to the municipality from Delinquent Tax Revolving Fund (DTRF) by any such amount then still due and owing the County pursuant to this contract.

§ 7. **LIABILITY** The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful Termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agent or for any indemnification (i.e., contractually, legally, Equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against either the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

§ 8. **MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY** The Municipality agrees that it shall be solely and exclusively responsible, during the Term of this Contract, for guaranteeing that all Municipality Agents fully Cooperate with the Equalization Department Personnel in the performance of all County Services under this Contract.

- 8.1. The Municipality shall employ and assign qualified Municipality Agents, as defined in this Contract, as necessary and appropriate to provide for any and all of Municipality's legal obligations for collecting any and all property taxes pursuant to all applicable State Property Tax Laws. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.

§ 9. **INDEPENDENT CONTRACTOR** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

§ 10. **COUNTY PRIORITIZATION OF COUNTY RESOURCES** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.

**§11. INDEMNIFICATION** The Municipality shall not be obligated to pay any portion of any court ordered judgment or award to a third party for which a court has determined that the County and/or County Agent was solely negligent or at fault. However, the Municipality agrees to, indemnify and hold the County and/or any County Agent harmless from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County and/or any County Agent by any Municipality Agent under any circumstances or by any person which are based upon, result from, or arise from, or are in any way related to any alleged error, mistake, negligence or intentional act(s) or omission(s) by the Municipality and/or any Municipality Agent, including, but not limited to: (a) any alleged breach of legal duty to any person by the Municipality and/or any Municipality Agent; (b) any alleged failure by the Municipality or any Municipality Agent to comply with any Municipality duty or obligation in this Contract; and/or (c) Any other Claim(s) based in any way upon any Municipality or Municipality Agent's services, buildings, equipment, or any other event, occurrence, duty, or obligation related to attendant thereto.

**§ 12. CANCELLATION OR TERMINATION OF THIS CONTRACT** Except as follows, and notwithstanding any other term or provision any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

**§ 13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT** The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Macomb County Board of Commissioners and the Township of Chesterfield Board of Trustees. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Macomb County Board of Commissioners and the Township of Chesterfield Board of Trustees and shall also be filed with the office of the Clerk of the County and the Clerk for the Township of Chesterfield.

**§ 14.** The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.



- § 15. **NO THIRD-PARTY BENEFICIARIES** Except as expressly provided herein for the benefit of the Parties (i.e. County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e. contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- § 16. **CONSTRUED AS A WHOLE** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- § 17. **CAPTIONS** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- § 18. **NOTICES** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- § 19. **WAIVER OF BREACH** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either party or allowed it by law shall be cumulative and not exclusive of any other.
- § 20. **ENTIRE CONTRACT** This Contract, consisting of a total of twelve (12) pages, sets forth the entire agreement between the County and Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

**IN WITNESS WHEREOF**, James Ellis, Supervisor, of the Township of Chesterfield Board of Trustees, hereby acknowledges that he/she has been authorized by a resolution of the Township of Chesterfield Board of Trustees, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
James Ellis, Supervisor  
Township of Chesterfield

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Kelly Jo Smolarek, Clerk  
Township of Chesterfield

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, Nancy M. White, Chair, Macomb County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Macomb County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of Macomb County, and hereby accepts and binds the Macomb County to the Terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
William A Crouchman, Chair  
Macomb County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Carmella Sabaugh, Clerk/Registrar of Deeds  
County of Macomb

DATE: \_\_\_\_\_

# **RECYCLABLE PAPER**

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: receive and file the 2008 Contingency Report Update.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, May 13, 2008

**CONTINGENCY  
2008 ADOPTED BUDGET**

		<u>DECREASES</u>	<u>INCREASES</u>	<u>BALANCE</u>
<u>2008 REVENUE/EXPENSE SUMMARY</u>				700,000
Bd 1/22/08	- Budget Balancing Reduction	(300,000)		(300,000)
<u>2008 ADOPTED BUDGET</u>				400,000
Board Approved Changes:				
Bd 12/13/07	- Elections posting election results 3 times	(15,000)		
Bd 1/22/08	- Supervisory Training	(65,840)		
Bd 2/14/08	- NACO Awards Application Filing	(800)		
Bd 3/19/08	- Sheriff-K9 dog and training	(12,000)		
Bd 4/17/08	- Sheriff-Secretarial relocation & children's waiting area	(28,240)		
		<u>(121,880)</u>	<u>0</u>	<u>(121,880)</u>
				<u>278,120</u>
April 28, 2008		<b>Available Budget</b>		